

FILED
GENERAL RECORDS S.C.
R.M.C.

MORTGAGE

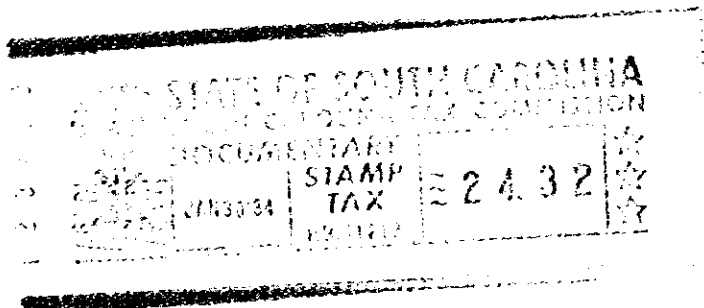
THIS MORTGAGE is made this 27th day of January, 1984, between the Mortgagor, Herbert D. Smilie, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty Thousand Eight Hundred and No/100 (\$60,800.00) Dollars, which indebtedness is evidenced by Borrower's note dated January 27, 1984, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 2014

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina.

ALL that lot of land situate on the westerly side of Concord Court, in the County of Greenville, State of South Carolina, being shown as Lot No. 122 on a plat of Powderhorn Subdivision, Section Three, revised October 13, 1981, prepared by C.O. Riddle, Surveyor, and recorded in the RMC Office for Greenville County in Plat Book 8-P at Page 37. Reference is hereby made to said plat for a more complete description.

THIS being the same property conveyed to the mortgagor herein by deed of Michael D. and Dixie W. Powell as recorded in the RMC Office for Greenville County, S.C. herewith.



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which has the address of 102 Concord Court, Simpsonville, (City) S.C. 29681 (State and Zip Code) (herein "Property Address");

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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