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smr1399 m:612

MORTGAGE

THIS MORTGAGE is made this 31st day of May between the Mortgagor, Wayne W. Weaver and Shirley Ann Weaver

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(herein "Borrower"), and the Mortgagee, GREER FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 107 Church Street, Greer, South Carolina 29651 (herein "Lender").

Whereas, Borrower is indebted to Lender in the principal sum of Eight Thousand and no/100
(\$8,000.00)

Dollars, which indebtedness is evidenced by Borrower's note dated May 31, 1977

(herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 1992

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 perfermance 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 State of South Carolina:

All that piece, parcel or lot of land, situate, lying and being on the southeastern side of Pryor Road, near the City of Greenville, in the County of Greenville, State of South Carolina, and known and designated as the major portion of Lot 77, of a subdivision known as Avondale Forest, Section II, plat of which is recorded in the RMC Office for Greenville County in Plat Book BBB, page 37, also shown as the property of Wayne W. Weaver and Shirley Ann Weaver by plat prepared by Campbell & Clarkson, Surveyors, Inc., dated April, 1977, and according to said plat, has the following metes and bounds, to wit:

BEGINNING at an iron pin at the joint front corner of Lots 77 and 78, on the southeastern side of Pryor Road, and running thence along a new line through Lot 77, S. 39-25 E., 176.34 feet to an iron pin; running thence N. 89-02 W. 14.78 feet to an iron pin; running thence S. 49-15 W. 76.5 feet to an iron pin, joint rear corner of Lots 76 and 77; running thence with the joint line of said lots, N. 40-12 W. 167.3 feet to an iron pin on the southeastern side of Pryor Road; running thence with said foad, N. 49-47 E. 90 feet to an iron pin, point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of Frances C. Barnette (formerly Frances C. Alewine), of even date, to be recorded herewith.

DOCUMENTARY

STAMP

TAX

FB. 11213

FB. 11213

FB. 11213

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which has the address of

310 Pryor Road

Taylors

(City)

s. c.

(Street)

(State and Zip Code)

To Have and to Hoto 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.