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## **MORTGAGE**

**FEBRUARY** 29th day of 19.80, between the Mortgagor, WILLIE J. LYONS AND BOBBIE P. LYONS \_, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, 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 TWENTY-NINE THOUSAND FOUR HUNDRED SEVEN AND 33/100-----Dollars, which indebtedness is evidenced by Borrower's note dated FEBRUARY 29, 1980 , (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on MARCH 1, 2008

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 \_\_\_\_\_, State of South Carolina: in the County of \_\_GREENVILLE

ALL that certain piece, parcel or lot of land with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being on the eastern side of Third Day Street near the City of Greenville, being known and designated as Lot No. 38, as shown on a plat of Canterbury Subdivision, Section II, prepared by Heaner Engineering Co., Inc., dated July 17, 1972, and recorded in the RMC Office for Greenville County, S. C., in Plat Book 4-R, at page 32, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Third Day Street at the joint front corner of Lots Nos. 37 and 38 and running thence with the lines of Lots Nos. 37 and 36, S. 81-45 E., 110 feet to an iron pin; thence with the rear lines of Lots Nos. 33 and 34, N. 00-35-52 E., 99.29 feet to an iron pin at the joint rear corner of Lots Nos. 38 and 39; thence with the line of Lot No. 39 N. 85-48-14 W. 119.58 feet to an iron pin on the eastern side of Third Day Street; thence with the eastern side of Third Day Street, S. 09-58-30 E. 90 feet to the point of beginning.

Derivation: Deed Book 1121, Page 364 - Larry L. Story and Loretta R. Story 2/29/80

which has the address of 125 3rd Day Street Piedmont

(herein "Property Address"); (State and Zip Code)

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, casements 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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