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## **MORTGAGE**

THIS MORTGAGE is made this 24TH day of APRIL

19.80, between the Mortgagor, JEFFREY G. SARVIS AND MILLIE C. SARVIS

, (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 SIXTY-SIX THOUSAND FIVE HUNDRED (\$66, 500, 00)------Dollars, which indebtedness is evidenced by Borrower's note dated APRIL 24, 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 JANUARY 1, 2011

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 <u>GREENVILLE</u>, State of South Carolina:

ALL that piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 173 of a subdivision known as CANEBRAKE II, Sheet 1 according to a plat thereof prepared by Arbor Engineering, Inc. dated June 1979, being recorded in the RMC Office for Greenville County in Plat Book 7C at Page 69 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Western side of Saratoga Drive at the joint front corner of Lots 172 and 173, and running thence with the line of Lot 172, S. 87-52 W. 142.86 feet to an iron pin; thence N. 02-37 W. 66.33 feet to an iron pin; thence N. 14-33 E. 20.59 feet to an iron pin; thence S. 89-32 E. 147.96 feet to an iron pin on Saratoga Drive; thence along said Saratoga Drive S. 05-16 W. 80 feet to the point of beginning.

THIS being the same property conveyed to the Mortgagors herein by a certain deed dated April 24, 1980, and thereafter filed in the RMC Office for Greenville County on said date in Deed Book 124 at Page 565, the Grantor being Gatewood Builders, Inc.

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which has the address of LOT 173, SARATOGA DRIVE, CANEBRAKE, SECTION II

GREER, S. C. 29651 (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.

SOUTH CAROLINA - 1 to 4 Family-6 75-FNMA/FHLMC UNIFORM INSTRUMENT (with amendment adding Pars 24)

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