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BOOK 1568 PAGE 847

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DONNIE REMICERSLEY

## **MORTGAGE**

THIS MORTGAGE is made this \_\_\_\_\_\_ Twenty-Sixth (26th) day of \_\_April 19 82, between the Mortgagor, James C. Carbaugh and Linda T. Carbaugh \_ , (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-Seven Thousand and no/100ths (\$67,000.00) ----- Dollars, which indebtedness is evidenced by Borrower's note dated April 26, 1982, (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 .....;

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 in the County of Greenville, State of South Carolina on Woodview Drive, being shown and designated at Lot No. 70, on plat of Northwood, Section 1, recorded in the RMC Office for Greenville, South Carolina, in Plat Book 7 X at Page 98.

The within conveyance is subject to restrictions, utility easements, rights of way, zoning plats, or on the premises.

This being the same property conveyed to Luis F. Moreno by deed of Balentine Brothers Builders, Inc., dated and recorded February 5, 1982 in Deed Book 1162 at Page 87 in the RMC Office for Greenville County, South Carolina.

BEGINNING at an old iron pin at the joint front corner of Lot 71 and 70 running south along Woodview Drive S11-07-36E 53.45 feet; thence S14-04-20E 31.55 feet to an old iron pin at the joint corner of Lots 70 and 69; thence turning in a westerly direction S78-33-1 2W 148.27 feet to an old iron pin at the joint rear corner; thence turning in a northerly direction N15-43-36W 85 feet to an iron pin at the joint rear corner; thence runnning in an easterly direction N78-30-42E 153.37 feet to the point of BEGINNING.

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which has the address of Lot No. 70, Northwood Subdivision, Section 1, Taylors, (City)

South Carolina 29687 \_\_(herein "Property Address"); (State and Zip Cocle)

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements mow 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/FHLNC UNIFORM INSTRUMENT (with amendment adding Fara. 24)