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GREEN, S.C.

## **MORTGAGE**

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THIS MORTGAGE is made this John E. Johns, Jr. and John E. Johns, Jr. and John E. Johns, Jr. and Johns Johns

WHEREAS. Borrower is indebted to Lender in the principal sum of Thirty-Six Thousand Eight Hundred and no/100(36,800 Bollars, which indebtedness is evidenced by Borrower's note dated May 12, 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 July 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 \_\_\_\_\_\_\_\_, State of South Carolina.

ALL that piece, parcel or lot of land with all buildings and improvements thereon, situate, lying and being on the north-eastern side of Raintree Lane in Greenville County, South Carolina being known and designated as Lot No. 61 as shown on a plat entitled PELHAM WOODS, SECTION ONE made by Piedmont Engineers and Architects dated June 19, 1970 recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4-F at Page 33, reference to said plat is hereby craved for the metes and bounds thereof.

This conveyance is made subject to all rights of way, easements, conditions, public roads and restrictive covenants reserved on plats and other instruments of public record and actually existing on the ground affecting said property.

This being the same property as that conveyed to John E. Johns, Jr. by deed of Robert Kyle Hamilton and Nancy Carol G. Hamilton dated March 20, 1981 and recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1144 at Page 708.

This being the same property as that one-half interest conveyed to Tracy L. Shealy Johns by deed of John E. Johns, Jr. dated September 28, 1981 and recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1155 at Page 854.

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5101 Raintree Lane

Greenville

which has the address of \_

(Street)

(City)

South Carolina 29615 (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 Para 24)

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