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THIS MORTGAGE is made this. 14th day of December.

19.78, between the Mortgagor, Larry L. Kemp and Sandra B. Kemp

(herein "Borrower"), and the Mortgagee, Carolina

Federal Savings and Loan Association, a corporation organized and existing under the laws of whose address is

(herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of . TWelve . Thousand Five ... Hundred and NO/100------ Dollars, which indebtedness is evidenced by Borrower's note dated December . 14 ... 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not scorer paid, due and payable on ... January .1st. . 2009.

State of South Carolina: ALL that piece, parcel or lot of land situate, lying and being in Oneal Township, Greenville County, State of South Carolina, on the north side of a County Road approximately 500 feet southwest of said County Road's intersection with Highway 290 and approximately 1/2 mile northeast of the intersection of said County Road with Pine Log Ford Road, and being more particularly described according to a plat thereof made by Terry T. Dill, Registered Civil Engineer, dated August 29th, 1972, and recorded in the R.M.C. Office for Greenville County, in Deed Book 954, at Page 610, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwest side of said County Road at the joint front corner of this property and that owned by Babb and running thence, N. 57-51 W. 234.6 feet to an oak 3XM, also marked by an iron pin; thence, S. 40-30 W. 204 feet to an iron pin; thence, S. 40-07 E. 235 feet to an iron pin on the northwest side of said County Road; thence with the northwest side of said County Road, N. 40-30 E. 275 feet to an iron pin, the point of beginning, and containing 1.28 acres, more or less.

This is the same property conveyed to the mortgagors herein by deed of Mary H. Tate, dated September 11, 1972, and recorded in the RMC Office for Greenville County, S.C., in Deed Book 954, at Page 609.

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which has the address of Route 12, Bates Road, Taylors,

...S...C.....296.87......(herein "Property Address"); [State and Zo 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 casements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fittures 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.

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