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GREENVILLE S.C.

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DONNA W. WATSON
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MORTGAGE

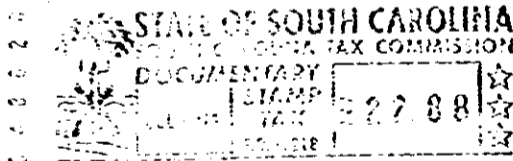
THIS MORTGAGE is made this 2nd day of July, 1979 between the Mortgagor, William E. Smith, Ltd., (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty Seven Thousand Two Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 2, 1979, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2010;

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 Greenville, State of South Carolina:

ALL that lot of land lying and being situate on the southerly side of Bloomfield Court, in the County of Greenville, State of South Carolina, being shown as Lot No. 147 on a Plat of Devenger Place, Section 9, prepared by Dalton & Neves Co., Engineers, recorded in Plat Book 6-H Page 71, in the RMC Office for Greenville County reference to said plat being hereby craved for the metes and bounds description.

This being the same property conveyed to Mortgagor by deed of Devenger Road Land Company, dated July 2, 1979 and recorded in the RMC Office for Greenville County, S. C., in Deed Book 1104, Page 30.



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which has the address of Bloomfield Court Greer,
(Street) (City)
South Carolina (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, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

S.E.C.C.T

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