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# MORTGAGE

BOOK 1540 PAGE 791

THIS MORTGAGE is made this 12th day of May, 1981, between the Mortgagor, BOB. MAXWELL. BUILDERS, INC. (herein "Borrower"), and the Mortgagee, CAROLINA FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, whose address is P. O. Box 10148, Greenville, South Carolina 29603 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty-eight Thousand Four Hundred and No/100 (\$58,400.00) Dollars, which indebtedness is evidenced by Borrower's note dated May 11, 1981 (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 11, 1982

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 piece, parcel or lot of land situate, lying and being on the Western side of Buckingham Way, in the County of Greenville, State of South Carolina, being known and designated as Lot No. 12 as shown on plat of Windsor Oaks, Section 2, dated February 27, 1979, prepared by Kermit T. Gould, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 7-C at page 13, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Western side of Buckingham Way at the joint front corner of Lots Nos. 12 and 13, and running thence with the line of Lot No. 13 N. 79-40-00 W. 134 feet to an iron pin in the line of Avon Park; thence with the line of Avon Park N. 10-20-00 E. 112 feet to an iron pin at the joint rear line of Lots Nos. 11 and 12; thence with the line of Lot No. 11 S. 79-40-00 E. 134 feet to an iron pin on the Western side of Buckingham Way; thence with the Western side of Buckingham Way S. 10-20-00 W. 112 feet to the point of beginning.

This is a portion of the property conveyed to the Mortgagor herein by deed of Windsor Group, Inc., dated May 29, 1980, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1126 at page 651, on May 30, 1980.

STATE OF SOUTH CAROLINA  
DOCUMENTARY  
STAMP  
TAX 2338

which has the address of 12 Buckingham Way, Taylors  
[Street] [City]  
South Carolina 29687 (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 seized 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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