GREENVILLE CO. S. C.		
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MORTGAGE

THIS MORTGAGE is made this 30th day of September

19_82, between the Mortgagor, Truman R. Kilburn & Carolyn J. Kilburn

_______, (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 THIRTY-NINE THOUSAND,

SEVEN HUNDRED & NO/00 (39,700.00) Dollars, which indebtedness is evidenced by Borrower's note dated 9/30/82, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 10/1/2003

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 certain piece, parcel or lot of land together with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, near the Town of Mauldin and being known and designated as Lot No. 2 of the property of William R. Timmons, Jr., according to a plat of record in the RMC Office for Greenville County in Plat Book BBB, Page 15, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the Northeastern side of Bethel Drive at the joint front corner of Lots Nos. 1 and 2 and running thence N. 42-09 W., 95 feet to a point at the joint rear corner of Lots Nos. 2 and 3; thence S. 47-09 W., 175 feet to the joint front corner of Lots Nos. 2 and 3; thence S. 47-51 E., 95 feet to the POINT OF BEGINNING.

This being the same property conveyed to the Mortgagors herein by Deed of Rodney W. Parrott and Patricia S. Parrott, dated September 24, 1982 and recorded in the RMC Office for Greenville County in Deed Book 1174 Page 946, on

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which has the address of 207 Bethel Drive Mauldin (City)

S. C. 29662 (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, or 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)