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## **MORTGAGE**

| THE WORK OF THE REAL 16th                                     | day of December   |
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| o 82 hetween the Wortgagor, David G. Traxle                   | er, Jr.   |
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| equrity Federal Savings and Loan Association of South Care    | olina, a corporation organized and existing under the laws of the |
| inited States, whose address is 1233 Washington Street, Colum | abia, South Carolina, 29201 (herein "Lender").                    |

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-Eight Thousand and No/100-- Dollars, which indebtedness is evidenced by Borrower's note dated December 16, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2013

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: Lying and being on the northerly side of Fernwood Lane in the City of Greenville, South Carolina, with the buildings and improvements thereon situate, being known and designated as Lots Numbers 39, 40, 41 and a minor portion of Lot 42 according to plat of Cleveland Forest Subdivision as prepared by Dalton and Neves Engineers, dated May, 1940, as recorded in Plat Book K at pages 45 through 47/in the RMC Office for Greenville County, South Carolina, and having according to said Plat\* the following metes and bounds, to wit:

BEGINNING at an iron pin at joint front corner of Lots Numbers 38 and 39 on the northerly side of Fernwood Lane, and running thence along the joint line of the said Lots, N. 17-44 W. 148.8 feet to an iron pin at joint rear corner of the said Lots; thence along the rear boundaries of Lots 75, 76 and 77 S. 72-16 W. 180 feet to an iron pin at joint rear corner of Lots 41 and 42; thence along the joint line of the said Lots S. 17-44 E. 50 feet to a stake; thence S. 72-16 W. 5 feet to a stake; thence S. 17-44 E. 15.5 feet to a stake; thence S. 30-32 E. 22.5 feet to a stake on the joint line of Lots 41 and 42; thence along said joint line S. 17-44 E. 63.5 feet to a stake on the northerly side of Fernwood Lane; thence along said Fernwood Lane N. 67-16 E. 120.4 feet to an iron pin; thence further along said Fernwood Lane N. 79-56 E. 60.4 feet to an iron pin at the point of beginning.

Mortgagor's title is derived from Will of Julia Phillips Traxler who died December 30, 1980 as shown in Apartment 1635, File 27, Probate Court for Greenville County, South Carolina.

\*Metes and bounds description confirmed by survey by Carolina Surveying Company, dated November 11, 1982.

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.