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**MORTGAGE**

800: 1591 PAGE 373

THIS MORTGAGE is made this 13 day of December 19 82, between the Mortgagor, R. W. Deibler, Jr. and Margaret L. Deibler (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina, (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 11,063.44 which indebtedness is evidenced by Borrower's note dated and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on January 1, 1992;

To SECURE to Lender 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, 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: Greenville, on the southeasterly side of Runnymede road, near the City of Greenville, S.C. being known and designated as Lot 96 on plat entitled "Foxcroft Section 1", as recorded in the RMC Office for Greenville County, S.C. in Plat Book 4F, pages 2, 3, and 4, and having according to said plat, the following metes and Bounds, to-wit:

BEGINNING at an iron pin on the southeasterly side of Runnymede Road, said pin being the joint front corner of Lots 95 and 96 and running thence with the common line of said lots, S. 39-10 E. 202.2 Feet to all iron pin, the joint rear corner of Lots 95 and 96; thence N. 75-25 E. 28 feet to an iron pin on the rear line of Lot 98; thence with the rear line of Lots 98 and 97, N. 4-30 W. 205.3 feet to an iron pin on the southeasterly side of Runnymede Road; thence with the distances: S. 80-40 W. 51.4 feet to an iron pin; thence S. 68-00 W. 50 feet to an iron pin; thence S. 56-02 W. 50 feet to an iron pin, the point of beginning being the same conveyed to grantor by Cothran & Darby Builders, Inc., et al. by deed dated January 29, 1974 and recorded in the RMC Office for Greenville County in Deed Vol. 993, at Page 201

This conveyance is made subject to any restrictions, reservation, zoning ordinances or easements that may appear of record, on the recorded plat(s) or on the premises.

The Grantees herein expressly assume and agree to apy the balance due on a Certain note and mortgage executed by the grantor on the 1st day of February 1974 in the original sume fo \$42,300.00 in favor of First Federal Savings and Loan Association of Greenville, recorded in the RMC Office for Greenville County in Mortgage Book 1301, at Page 145, on which there is a balance due of \$41,195.81 as of this date.

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which has the address of 10 Runnymede Rd. Greenville, South Carolina 29615 (herein "Property Address");

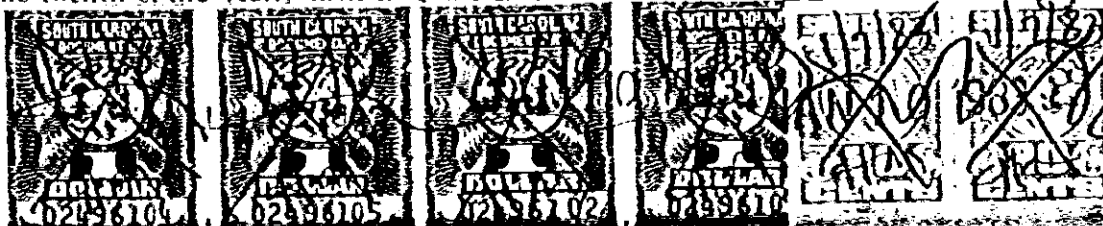
TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter 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, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands. Subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and

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