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WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$... 1.7, 430, 50, which indebtedness is evidenced by Borrower's note dated .October .13, .1983... 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 ... October .15, ..199.8.................;

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:

All that piece, parcel or lot of land, with all improvements thereon or hereafter constructed thereon, situate, lying and being on the northerly side of North Acres Drive, formerly Neal Circle, near the City of Greenville, in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 5 on plat of North Acres, prepared by Dalton & Neves, dated December 1952, recorded in Plat Book EE, at Page 13 and being described more particularly, according to said plat, to-wit:

BEGINNING at an iron pin on the northern side of North Acres Drive at the joint front corner of Lots 4 and 5 and running thence along the common line of said lots N. 10-50 W. 100 feet to an iron pin at the joint rear corner of said lots; thence N. 79-10 E. 80 feet to an iron pin at the joint rear corner of Lots 5 and 6; thence along the common line of said lots S. 10-50 E. 100 feet to an iron pin at the joint front corner of said lots on the northern side of North Acres Drive; thence along the northern side of said Drive S. 79-10 W. 80 feet to an iron pin, the point of BEGINNING.

Derivation: Deed of William Walker recorded April 14, 1983 in Deed Book 1186, at Page 374 and deed of Donald E. Johnson, Administrator of Veterans Affairs recorded November 27, 1973 in Deed Book 988. at Page 752.

This mortgage is junior and secondary in lien to that certain mortgage of William Walker and Francis B. Walker to Fidelity Federal Savings and Loan Association in the original sum of \$6,999.60 dated September 29, 1980 recorded October 22, 1980 in Mortgage Book 1521 at Page 629 in the Greenville County RMC Office.

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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