

FILED
S. C.
JULY 11 1980
WINDSOR OAKS

FILED
GREENVILLE CO. S. C.
MORTGAGE
JUL 11 1980
JUNIOR WINDSOR OAKS
R.M.C.

THIS MORTGAGE is made this 28 day of JULY, 1980, between the Mortgagor, H. J. MARTIN and JOE O. CHARPING, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, 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 FORTY FIVE THOUSAND TWO HUNDRED (\$45,200.00) Dollars, which indebtedness is evidenced by Borrower's note dated July, 1980, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1 2011.....;

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 lot of land in the county of Greenville, state of South Carolina, being known and designated as Lot No. 35 as shown on plat of WINDSOR OAKS, Section II, recorded in plat book 7-C page 13 of the RMC Office for Greenville County, S. C.

This is one of the same lots conveyed to mortgagors by Windsor Group, Inc. by deed of even date herewith.

THIS MORTGAGE IS BEING RE-RECORDED TO CORRECT THE MATURITY DATE SHOWN ORIGINALLY.

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which has the address of Lot 35 Buckingham Way, WINDSOR OAKS, SEC II, (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, 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.

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