FILED GREENVILLE CO. S.C.

THIS MORTGAGE is made this 22nd day of February.

19. 84, between the Monggand By ames. P. Brannon

Of South Out Frank ERSLEY

existing under the laws of the State of South Carolina
whose address is Suite 205, Heaver Plaza, 1301 York Road

Lutherville, Maryland 21093

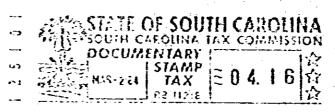
(herein "Lender").

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 certain piece, parcel or lot of land, together with all improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 39 as shown on plat of property of Fontana Forest, recorded in the RMC Office for Greenville County, SC in Plat Book YY at Pages 170-171, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the southwestern side of Fontana Drive, at the joint front corner of Lots Nos. 39 and 40, and running thence with the line of Lot No. 40, S 42-30 W, 190 feet to an iron pin; thence N 24-42 W, 47.5 feet to an iron pin; thence N 33-20 W, 88.8 feet to an iron pin at the joint rear corner of Lots Nos. 38 and 39; thence with the line of Lot No. 38 N, 42-30 E, 149.9 feet to an iron pin on the southwestern side of Fontana Drive; thence with the southwestern side of Fontana Drive; thence with the point of beginning.

DERIVATION: Deed of Kelly G. Glover recorded June 27, 1983 in Deed Book 1191 at page 179 and Deed of Carol W. Brannon recorded fract. 1984 in Deed Book 1207 at page in the Greenville County RMC Office.



which has the address of Route. 12, . 9 Fontana Drive, Greenville, SC . 29609 ... [Street]

South Carolina (herein "Property Address"); [In Cade]

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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