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WHEREAS, Borrower is indebted to Lender in the principal sum of four thousand four hundred & ninety-two & 90/100ths--(\$4,492.90)---Dollars, which indebtedness is evidenced by Borrower's note dated July 13th, 1984, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 31st, 1989

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 .. State of South Carolina. **Greenville** in the County of __

ALL that piece, parcel of lot of land situate, lying and being in Oaklawn Township, Greenville County, South Carolina, containing 2.35 acres, more or less, on the westerly side of Slatton Shoals Road and being more fully described according to a plat of "Survey for Randolph Dolphus Pinner and Elizabeth Anthony Pinner", recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 8X at Page 14, reference to which is hereby made, and having according to said plat the following metes and bounds:

BEGINNING at a point in the center of Slatton Shoals Road and running thence along a line of property of Johnny W. & Valoree R. Murrell, S. 73-33W. 386.74 feet to a point; thence along a line of property of John H. Wood, N. 46-32 W. 166.14 feet to a point; thence continuing along a line of property of John H. Wood, N. 45-37 W. 154.86 feet to a point; thence along a line of property of Howard R. Bare, N. 82-44E. 533.26 feet to a point in the center of Slatton Shoals Road; thence along the center of said road, S. 9-14 E. 99.8 feet to a point; thence continuing along the center of said road, S. 34-53 E. 100 feet to the beginning corner.

This being the same property conveyed to the mortgagors herein by deed of Jacob Franklin Anthony and Eloise P. Anthony, and recorded in the R.M.C. Office for Greenville County, on December 22nd, 1981, in Deed Book 1159, and page 752.

This is a second mortgage and is junior in lien to that mortgage executed by Randolph Dolphus Pinner and Elizabeth Anthony Pinner, in favor of Jim Walter Homes, Inc., which mortgage is recorded in the R.M.C. Office for Greenville County, in Book 1592, and page 246.

which has the address of Rt.2, Box 221-B Slatton Shoals Road

(herein "Property Address"): South Carolina, 29669 (State and Zip Code)

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, zents, 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.

SOUTH CAROLINA - 1 to 4 Family-6/75-FNMA/FHLMC UNIFORM INSTRUMENT (with amendment adding Pars. 24)