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GREENVILLE, S.C.
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MORTGAGE

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THIS MORTGAGE is made this 12th day of November 1984 between the Mortgagor, THOMAS S. JAMES AND HESSIE G. JAMES MORTGAGE CORPORATION (herein "Borrower"), and the Mortgagee, MERRILL LYNCH a corporation organized and existing under the laws of Delaware whose address is P.O. Box 85366, San Diego, California 92138-5366 (herein "Lender").

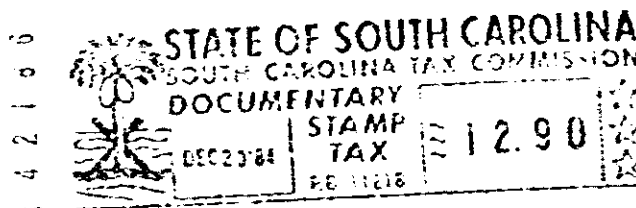
WHEREAS Borrower is indebted to Lender in the principal sum of U.S. \$ **43,000.00** which indebtedness is evidenced by Borrower's note dated November 12, 1984 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on May 14, 1985;

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 situate, lying and being on the southern side of Buckingham Road in Greenville County, South Carolina being known as Lot No. 261 as shown on plat entitled "Section B, Map of Gower Estates" made by R K. Campbell, R L.S., dated December 1961 and recorded in the RMC Office for Greenville County in Plat Book XX at pages 36 and 37; reference to said plat is hereby made for the metes and bounds thereof.

The above described property is the same conveyed to Thomas S. James and HESSIE G. James by deed of James D. Moss and Jean M. Moss recorded April 21, 1967 in the RMC Office for Greenville County, South Carolina in Deed Book 818, page 172.

The within mortgage is junior in rank and priority to that certain mortgage given by Thomas S. James and HESSIE G. James to Cameron Brown Company dated April 21, 1967 and recorded in Mortgage Book 1055, page 429 and rerecorded in Mortgage Book 1056, Page 451, and assigned to Weston & Southern Life Insurance Company by instrument dated May 8, 1967 and recorded in Mortgage Book 1057, Page 306 of the Greenville County RMC Office.



which has the address of 228 Buckingham Road Greenville South Carolina 29607 (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 seized 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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