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## **MORTGAGE**

THIS MORTOAGE is made this 3rd day of July 19 74, between the Mortgagor, James E. Nazelrod, Sr. and Mary Ellen P. Nazelrod

and the Mortgagee, AIKEN-SPEIR, INC.

organized and existing under the laws of the State of South Carolina, whose address is florence, S. C.

(herein "Borrower"), a corporation , whose address (herein "Lender").

Whereas, Borrower is indebted to Lender in the principal sum of Twenty-Eight Thousand Eight Hundred and No/100---Dollars, which indebtedness is evidenced by Borrower's note of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 1, 2004

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 piece, parcel or lot of land, with all improvements situate thereon, situate, lying and being in the County of Greenville, South Carolina, being shown as 0.58 acres on plat entitled "Property of Richard F. Simmons" as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 5C, at Page 146, and having, according to said plat, the following courses and distances, to-wit:

BEGINNING at an iron pin which is approximately .4 miles from Graveley Road and running thence, N. 73-06 W. 150 feet to an iron pin; thence, N. 87-53 W. 116.8 feet to an iron pin in center of Frohawk Creek; thence running with the center of said Creek, the traverse of which is N. 20-13 W. 98 feet to an iron pin; thence leaving said Creek and running, S.82=53 E. 185 feet to an iron pin; thence, S. 72-55 E. 150 feet to an iron pin on the western side of American Legion Road; thence running with said Road, S. 24-37 W. 80 feet to an iron pin, the point of beginning.



To Have and their 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 in the event 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 easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Uniform Covenants. Borrower and Lender covenant and agree as follows:

I. Payment of Principal and interest. Biscower shall principally pay when dur the principal of and interest on the indebtedness explanaed by the Note, prepayment and late charges is provided in the Note, and the principal of and interest on any future left ances sometiffs the Mockage.

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