THIS MORTGAGE is made this 24th day of May 19.79, between the Mortgagor, Richard D. Frye and Julie W. Frye (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 <u>Forty Thousand Three</u>

<u>Hundred and No/100----</u>

<u>Dollars, which indebtedness is evidenced by Borrower's note dated May 1979</u>, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on <u>June 1</u>, 2009

All that piece, parcel or lot of land situate, lying and being at the northwestern corner of the intersection of East Lee Road and Lee East Court, near the City of Greenville, in the County of Greenville, State of South Carolina, and known and designated as the larger portion of Lot No. 2 of a subdivision known as Lee East, plat of which is recorded in the RMC Office for Greenville County in Plat Book 6H, at page 40, and shown on a plat prepared by Carolina Surveying Company, January 4, 1979, entitled "Survey for Jeffco Enterprises, Inc.", and having, according to said latter plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the northern side of East Lee Road, joint corner of Lots 1 and 2 and running thence with the joint line of said Lots, N. 2-02 E., 127.5 feet to an iron pin; running thence along a new line through Lot 2, S. 84-22 E., 95.4 feet to an iron pin on the western side of Lee East Court; running thence with the western side of said Court, S. 1-29 W., 118 feet to an iron pin at the intersection of Lee East Court and East Lee Road and running thence with said intersectio, which intersection is curved, the chord of which is S. 53-34 W., 30.8 feet to an iron pin on the northern side of East Lee Road; running thence with the northern side of said Road, N. 74-32 W., 64.07 feet to an iron pin; continuing with said Road, N. 83-26 W., 9.72 feet to an iron pin, point of beginning.

Plat of Jeffco Enterprises, Inc. referred to above is recorded in Plat Book 7B at Page 34.

This is the identical property conveyed to the mortgagor by deed of Jeffco Enterprises, Inc. recorded simultaneously herewith.

which has the address of 3 Lee East Court Taylors,

South Carolina 29687 (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.

SOUTH CAROLINA - 1 to 4 Family -6.75-FNMA/FHEMC UNIFORM INSTRUMENT (with amendment adding Park 24

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