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## **MORTGAGE**

WHEREAS, Borrower is indebted to Lender in the principal sum of SIXTY-EIGHT THOUSAND EIGHT HUNDRED FIFTY and 00/100(\$68,850.00) --Dollars, which indebtedness is evidenced by Borrower's note dated October 12, 1979 \_\_\_, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 2009 \_\_\_\_.

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 <u>Greenville</u>, State of South Carolina:

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 28, as shown on a plat of the subdivision of RIVER DOWNS, which is recorded in the Office of the R.M.C. for Greenville County, S.C. in plat book 4-R at pages 75 & 76 and having according to a more recent survey of a major portion of Lot No. 28, made by James Ralph Freeland dated October 8, 1979 and recorded in plat book 10 at page 16, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Shetland Way at the joint front corner of Lot No. 28 & 29, and running thence with the joint line of said lots, S. 69-00 E. 320.00 feet to an iron pin; thence running S. 15-47 W. 208.62 feet to an iron pin, joint rear corner of Lots 28 & 27; thence running with the joint line of said lots, N. 51-00 W. 278.53 feet to a point; thence turning N. 20-14 E. 7.1 feet to a point; thence turning N. 54-30 W. 48.0 feet to a point; thence continuing N. 56-29 W. 39.5 feet to an iron pin on the eastern side of Shetland Way; thence running with said street, N. 31-03 E. 63.0 feet to an iron pin; thence N. 21-01 E. 32.0 feet to the point of beginning.

THIS is the same property conveyed to the mortgagors by Preferred Homes, Inc. by deed of even date herewith to be recorded.

DOCUMENTANDE 2756

which has the address of 104 Shetland Way Green (City)

S.C. 29651 (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/FHLMC UNIFORM INSTRUMENT (with amendment adding Para 24)

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