F 4 ED 39--- 30, **S. C**.

FERSLEY

## **MORTGAGE**

i.
THIS MORTGAGE is made this,
9 80 between the Mortgagor, James H. Hargis and Peggy P. Hargis
, (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
note dated <u>March 5, 1980</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 April 1, 2010;
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 my interest in and to that piece, parcel or lot of land with all improvements thereon, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina on the western side of Mayfair Lane and being known and designated as Lot 13 of Holmes Acres as shown on plat thereof recorded in the RMC Office for Greenville County in Plat Book Z, Page 1, and having according to said plat, the following metes and bounds, to-wit:
BEGINNING at an iron pin on the western side of Mayfair Lane at the joint front corne of Lots 13 and 14 and running thence along said Lane S 1-53 E 80 feet to an iron pin; thence along said Lots 12 and 13 S 88-07 W 151.2 feet to an iron pin; thence N 3-07 W 80.02 feet to an iron pin; thence N 88-07 E 153 feet to the point of beginning.
DERIVATION: This being the same property conveyed to Mortgagor by deed of Joseph R. Lyddane of even date herewith as recorded in the RMC Office for Greenville County, South Carolina in Deed Book III, Page 463, on March 5, 1980.

which has the address of 34 Mayfair Lane
(Street)

South Carolina 29609 (herein "Property Address"):

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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."

Greenville

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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 willing Para 24)

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