## **MORTGAGE**

THIS MORTGAGE is made this \_\_\_\_\_\_\_\_, day of \_\_\_\_\_\_\_, July \_\_\_\_\_\_, 19\_80, between the Mortgagor, Robert D. Hoskins and Sheryl W. Hoskins \_\_\_\_\_\_, (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"). (\$51,750.00)

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty One Thousand, Seven Hundred and Fifty and 00/100----Dollars, which indebtedness is evidenced by Borrower's note dated July 28, 1980 (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, 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 \_\_\_\_\_\_\_\_, State of South Carolina:

All that certain piece, parcel or lot of land situate, lying and being on the South side of Ben Street in the City of Greenville, County of Greenville, State of South Carolina, being shown as all of Lot 10 on Revised Plat of McDaniel Heights prepared in October 1947, by Dalton & Neves, Engineers, which plat is recorded in Plat Book R, page 193, RMC Office for Greenville County, South Carolina (Also shown as the Eastern 35 feet of Lot 11 and the Western 35 feet of Lot 10 on Original Plat of McDaniel Heights recorded in Plat Book C, page 214) and having, according to said Revised Plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the South side of Ben Street which point is 487 feet from the Southwest intersection of Ben Street and McDaniel Avenue and which point is the joint front corner of Lots 9 and 10 on said Revised Plat; thence, along the line of Lot 9 due South 170 feet to an iron pin; thence, along the North side of a public playground due West 35 feet to an iron pin; thence, continuing along said playground S 76-20 W 36 feet to an iron pin; thence, along the line of Lot 11 due North 178.6 feet to an iron pin on the South side of Ben Street; thence, along the South side of Ben Street due East 70 feet to the point of beginning.

This conveyance is subject to all restrictions, setback lines, roadways, easements and rights-of-way, if any, affecting the above described property.

This property being the same property deeded to the mortgagor by deed of James W. Garrick, Jr. and Donald L. McInnis of even date.

which has the address of 10 Ben Street Greenville

South Carolina 29601 (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.

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