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GREEN TOO. S. C.

08' HA ER & 33 TOU

## **MORTGAGE**

(Construction-Permanent)

DONNIL S. TANKERSLEY R.M.C \_day of \_\_\_ THIS MORTGAGE is made this \_\_\_\_\_28th\_

19 80, between the Mortgagor, Thomas Grassano and Atha Grassano , (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty Thousand and Dollars or so much thereof as may be advanced, which \_\_\_\_\_, (herein "Note"), indebtedness is evidenced by Borrower's note dated October 28, 1980 providing for monthly installments of interest before the amortization commencement date and for monthly installments of principal and interest thereafter, with the balance of the indebtedness, if not sooner paid, due and payable on \_\_\_\_\_June 1, 2011

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, (b) the performance of the covenants and agreements of Borrower contained in a Construction Loan Agreement between Lender and Bor-\_\_\_\_\_, 19\_80 (herein "Loan Agreement") as provided in paragraph 24 rower dated \_\_\_October 28,\_\_ hereof, and (c) 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 lying in the State of South Carolina, County of Greenville, shown as Lot 65 on plat of Dove Tree, recorded in Plat Book 4 X at page 21 and having such courses and distances as will appear by reference to said plat.

Being the same property conveyed by Dove Tree Realty, a Partnership consisting of Threatt Enterprises, Inc., Caine Company and Diversified Investments of South Carolina, Inc., recorded in Deed Book 1096 at page 393 on February 1, 1979.

Derivation:

Lot 65 Dove Tree Road, Greenville, S. C. 29615

(herein "Property Address");

[State and Zip Code]

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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SOUTH CAROLINA-1 to 4 Family-6/75-FNMA/FHLMC UNIFORM INSTRUMENT (with amendment adding Para. 24)

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