Dornie S. Tarkersie

## **MORTGAGE**

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MS MORTGAGE is made this

28 th

May

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James R. Harvey and Janet C. Harvey between the Mortgagor,

(herein "Borrower"), and the Mortgagee, Home Savings and Loan Association of the Piedmont, a corporation organized and

existing under the laws of South Carolina, whose address is 208 East First Avenue, Easley, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Five thousand five hundred eighty one and 24/100 (\$5,581.24) Dollars, which indebtedness is evidenced by Borrower's note dated. 5/28/81 ...... (herein "Note"), providing for monthly installments of principal and interest. with the balance of the indebtedness, if not sooner paid, due and payable on . 96 months from above.

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 State of South Carolina:

ALL that certain piece, parcel or lot of land, with all improvement thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being shown on plat of property of James R. Harvey and Janet C. Harvey, prepared by J. C. Hill, Engineer, September 27, 1962, and have according to said plat the following metes and bounds:

BEGINNING at an iron pin on the easterly side of New Dunham Bridge Road, which iron pin is the joint front corner of the property of Puckett, and running thence along the easterly side of New Dunham Bridge Road, South 16-04 West 160 feet to an iron pin; thence South 74-04 East 225 feet; thence North 16-04 East 160 feet to an iron pin; thence North 74-04 West 225 feet to an iron pin; the point of BEGINNING.

This being the identical property conveyed to James R. Harvey and Janet C. Harvey by deed of James A. Cresswell and Bernice M. Cresswell dated October 17, 1962, recorded in Deed Book 710 at page 153, in the Office of the RMC for Greenville County, South Carolina, on November 2, 1962.

It is understood and agreed that this mortgage is a second lien to that certain mortgage given by James R. Harvey and Janet C. Harvey to Home Building and Loan Association in the original amount of \$11,250.00, recorded on April 15, 1963, recorded in Mortgage Book 919 at page 25, in the Office of the RMC for Greenville County, South Carolina.

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which has the address of .... New Dunham Bridge Road, Greenville, County, South Carolina ...., (Street)

.....(herein "Property Address"); [State and Zip Code]

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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".

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.