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## **MORTGAGE**

THIS MORTGAGE is made this. 12th day of August.

19.82, between the Mortgagor, Lay James F. Hawkins and Doris B. Hawkins

(herein "Borrower"), and the Mortgagee, South Carolina

Federal Savings & Loan Association, a corporation organized and existing under the laws of United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina, (herein "Lender").

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 those certain pieces, parcels or condominium units known and designated as Units Nos. 8-D, 9-C and 10-D in Building G, of Wildaire-Merry Oaks Horizontal Property Regime I and II as created by that certain Master Deed establishing Wildaire-Merry Oaks Horizontal Property Regime I and II, recorded in the Greenville County R.M.C. Office in Deed Book 1151 at Page 856, as amended by First Amendment to Master Deed Establishing Wildaire-Merry Oaks Horizontal Property Regime I and II, recorded in the Greenville County R.M.C. Office in Deed Book 1171 at Page 817, together with the undivided interests allocated to said units in all common elements, both general and limited, as set forth in said Master Deed, as amended.

This being the same property conveyed to Mortgagors by deed from Wildaire-Merry Oaks Partnership, a General Partnership, dated August 12, 1982, to be recorded herewith.

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Wildairewhich has the address of ... Units 8, 9, and 10/Merry Oaks, ... Taylors,

[Street] [City]

South Carolina 29687 (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 therete, 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