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MORTGAGE

THIS MORTGAGE is made this 23rd day of November David A. James and Jean M. James, of the County of Greenville, South Carolina, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, 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 Forty-nine Thousand Six Hundred and No/100 (\$49,600.00)----Thollars, which indebtedness is evidenced by Borrower's note dated November 23, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 2013.

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 of that certain piece, parcel or tract of land in the State of South Carolina, County of Greenville, lying on the southern side of Babb Road, being shown as Lot \$9, containing 2.28 acres, on a plat of the property of J. F. Estates, Inc., dated May 18, 1982, prepared by James R. McClure, Registered Surveyor, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 8-P, at Page 82, and having, according to said plat, the following courses and distances, to wit:

BEGINNING at an iron pin on the southern side of Babb Road at the joint front corner of Lots 9 and 10 as shown on said plat and running thence with the common line of said lots, S. 11-23-00 W. 544 feet to an iron pin; thence continuing S. 11-23-00 W. 48.57 feet to an iron pin at the joint rear corner of Lots 9 and 2; thence with the rear line of Lots 9 and 2, N. 71-41-00 E. 210 feet to an iron pin at the joint rear corner of Lots 8 and 9; thence with the common line of Lots 8 and 9 N. 11-04-00 E. 504.11 feet to an iron pin on the southern side of Babb Road; thence with the southern side of Babb Road N. 83-06-15 W. 105.55 feet to an iron pin and N. 84-16-30 W. 74.76 feet to an iron pin, the point of beginning.

The above described property includes a one acre tract, being a portion of the aforementioned Lot #9 of J. F. Estates, Inc., which was conveyed to the Mortgagors by deed from Leander, Inc. and Ganymede, Inc., dated July 5, 1983, recorded in the R.M.C. Office for Greenville County on August 9, 1983, in Deed Book 1194, at Page 57. The remainder of Lot #9 is a portion of the property which was subsequently conveyed to the Mortgagors by deed from Leander, Inc. and Ganymede, Inc., dated November 32, 1983, recorded in the R.M.C. Office for Greenville County on November 1983, in Deed Book 1201, at Page 445.

which has the address of _______ Route Two, Babb Road,

South Carolina 29651 (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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