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GREENVILLE CO. S. C.

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DONNIE S. TANKERSLEY
R.M.C.

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MORTGAGE

THIS MORTGAGE is made this 5th day of April, 19 79, between the Mortgagor, WILLIAM R. FAIRBANKS (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").

WHEREAS, Borrower is indebted to Lender in the principal sum of NINETY-NINE THOUSAND NINE HUNDRED FIFTY AND NO/100 ($99,950.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 5, 1979, (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, 2009;

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 that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot No. 7 on plat prepared for Mr. Rick Fairbanks by Arbor Engineering, dated July 10, 1978 and amended February 13, 1979, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 6-M at page 96, and according to said plat having the following metes and bounds, to-wit:

BEGINNING at a point on the edge of an unnamed road and running thence along the line of Lots 7A and 7, N. 58-26-31 E. 270.54 feet; thence running N. 03-42-14 W. 78.21 feet to an iron pin; thence running N. 09-43-56 E. 91.32 feet to an iron pin; thence running N. 23-26-31 W. 235.65 feet to an iron pin at the joint corner of Lots 7 and 6; thence running along line of said lots N. 58-03-07 E. 320 feet to an iron pin; thence running along the eastern line of Lot No. 7 S. 14-38-42 E. 702.92 feet to an iron pin; thence running S. 14-42-44 E. 177 feet to an iron pin; thence running S. 53-46-46 W. 222.77 feet to an iron pin; thence running S. 35-45-56 W. 92.76 feet to an iron pin; thence running S. 35-45-56 W. 23.00 feet to the joint corner of Lots No. 8 and No. 7; thence running along the line of said lots N. 76-46-49 W. 94.78 feet to an iron pin; thence running N. 64-53-14 W. 156.94 feet to an iron pin; thence running with unnamed road N. 35-10-24 W. 82.91 feet to an iron pin; thence running N. 37-30-14 W. 85.73 to an iron pin; thence running N. 04-43-56 E. 131.70 feet to an iron pin; thence running N. 69-34-44 W. 75.26 feet to an iron pin, the point of BEGINNING.

This being a portion of the same property conveyed to the Mortgagor herein by deed of Lawrence E. McNair dated September, 1978 and recorded in the Office of the RMC for Greenville County, S.C. in Deed Book 1088 at page 374.

which has the address of Phillips Trail, Greenville, S.C.
(Street) (City)

(State and Zip Code) (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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