

FILED
GREENVILLE CO. S. C.
AUG 2 11 11 AM '79
DONNIE J. BANKERSLEY
R.H.C.

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MORTGAGE

THIS MORTGAGE is made this 31st day of July, 1979, between the Mortgagor, David B. Byars and Donna O. Byars, (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 Twenty Thousand Four Hundred Fifty and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 31, 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 August 1, 1999,

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 in Butler Township, County of Greenville, State of South Carolina, on the eastern side of Dublin Road, being shown as a 1.10 acre tract of land on plat entitled "Property of David B. Byars and Donna O. Byars," made by Preeland & Associates, dated July 16, 1979, and recorded in the RMC Office for Greenville County, S. C. in Plat Book 7-L at Page 4, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a spike in Dublin Road, and runs thence S. 88-55 E. 330 feet to an iron pin; thence S. 0-42 E. 145.08 feet to an iron pin; thence N. 88-55 W. 329.29 feet to a spike in Dublin Road; thence along said Road N. 0-59 W. 145.11 feet to a spike, the point of beginning.

This is the same property conveyed to the Mortgagors by deed of Edna H. Green of even date to be recorded herewith.

STATE OF SOUTH CAROLINA
DOCUMENTARY STAMP
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which has the address of Route 2, Dublin Road, Greenville, S. C. 29607,
(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 seized 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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NOT RECORDED