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MORTGAGE

BOOK 1587 PAGE 36

(#6416)
THIS MORTGAGE is made this 24th day of November 1982, between the Mortgagor, THOMAS R. EARNEST and DORIS S. EARNEST (herein "Borrower"), and the Mortgagee, MORTGAGE CORPORATION OF THE SOUTH, a corporation organized and existing under the laws of Alabama, whose address is 2119 Sixth Avenue, North, Birmingham, Alabama 35203. (herein "Lender").

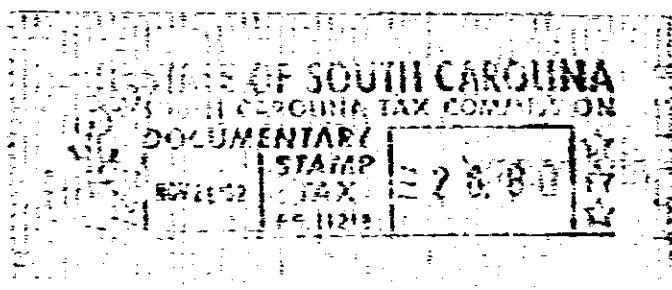
WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty Seven Thousand and No/100 (\$67,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 24, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 2, 2012.

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 the buildings and improvements thereon, lying and being on the easterly side of Tanager Circle, near the City of Greenville, South Carolina, and being designated as Patio Home Lot No. 41 on plat of "Sugar Creek Villas" as revised January 21, 1982, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 8-P, at page 54, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly side of Tanager Circle, joint front corner of Lots No. 41 and 42 and running thence along the common line of said lots S. 88-36 E. 106.35 feet to a post, joint rear corner of Lots No. 39 and 41; thence along the common line of said lots N. 1-24 E. 55 feet to a post, joint rear corner of Lots No. 40 and 41; thence along the common line of said lots N. 88-36 W. 106.35 feet to an iron pin on the easterly side of Tanager Circle; thence along the easterly side of Tanager Circle S. 1-24 W. 55 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Cothran & Darby Builders, Inc. of even date herewith to be recorded.



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which has the address of 41 Tanager Circle, Sugar Creek Villas, Greer, 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 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.