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GREENVILLE CO. S. C.
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DONNIE S. TANKERSLEY
R.M.C.

BOOK 1394 PAGE 830

STATE OF SOUTH CAROLINA)
) MORTGAGE OF REAL ESTATE
COUNTY OF GREENVILLE)

THIS MORTGAGE is made this 14 day of April, 1977, by and between the Mortgagor, OLD GROVE PARTNERSHIP (herein "Borrower"), and the Mortgagee, SERVICE CORPORATION OF SOUTH CAROLINA P. O. Box 21275, Columbia, South Carolina 29221 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of TWO HUNDRED THIRTY THOUSAND AND NO/100 ($230,000.00)----------

Dollars, which indebtedness is evidenced by Borrower's note of even date herewith (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 1992

To Secure to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereof, 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:

(SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION)

To have and to Hold unto Lender and Lender's successors and assigns, forever, the hereinabove described property, 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 in the event 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 easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments

DOCUMENTARY STAMPS

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