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NOV 7 2 32 PM TO RETEGAGE

THIS MORTGAGE is made this 7th day of November 19 77 between the Mortgagor, William R. Fairbanks & Joseph G. Thomason dba Jervey Asso., a S.C. General Partnership(herein "Borrower"), and the Mortgagee, GREER FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 107 Church Street, Greer, South Carolina 29651 (herein "Lender").

Whereas, Borrower is indebted to Lender in the principal sum of TWENTY-EIGHT THOUSAND AND No/100 ----- Dollars, which indebtedness is evidenced by Borrower's note dated November 7, 1977 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 1, 1992

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 piece, parcel or lot of land with the buildings and improvements thereon situate, lying and being in the County of Greenville, being known and designated as a portion of Lots Nos. 40 and 41, South Cherokee Park, on plat of which is of record in the R.M.C. Office for Greenville County, S.C. in Plat Book A, Page 130, and being more particularly shown on a survey by Carolina Surveying Company, dated April 15, 1971, and having, according to the latter survey, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southwestern side of Conestee Ave. 360 feet southwesterly from the southwestern corner of Saluda Street and Conestee Avenue; running thence with the northwestern side of Conestee Avenue S. 27 W. 70 feet to an iron pin; running thence through Lot No. 41 N. 63 W. 173.75 feet to an iron pin on the southeastern side of an alley; running thence with the southeastern side of said alley N. 27 E. 70 feet to an iron pin; running thence through Lot No. 40 S. 63 E. 173.25 feet to the point of beginning.

This being the same property conveyed to the mortgagors herein by deed dated November 7, 1977 and recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 1060 at Page 46 on Nov. 7, 1977.

SIAMP E 1 1. 20 PR PRINTER PRESIDENT

which has the address of

114 Conestee Avenue

Greenville

South Carolina

(Street) (herein "Property Address"); (City)

(State and Zip Code)

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.

3.500

SOUTH CAROLINA-1 to 4 Family-6/75-FNMA/FHLMC UNIFORM INSTRUMENT

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