

GREENVILLE

# MORTGAGE

THIS MORTGAGE is made this 16 day of December, 1977, between the Mortgagor, Clyde W. Hodge and Joyce E. Hodge, (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Eight Thousand Four Hundred and 00/100 (\$28,400.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 16, 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, 2007.

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 situate, lying and being in Paris Mountain Township near the City of Greenville in the County of Greenville, State of South Carolina on the southwestern side of Aiken Circle, being known and designated as all of Lot No. 17 and the northernmost 25 feet of Lot No. 18 of a subdivision of the property of the Berea Realty Company, as shown on plat thereof prepared by John C. Smith and J. Coke Smith, Surveyors, in March, 1952 and recorded in the R.M.C. Office for Greenville County in Plat Book BB at Page 37, and known as the property of James Gary Garland and Janis B. Garland by plat prepared by Carolina Surveying Company recorded in the R.M.C. Office for Greenville County, in Plat Book 4M at Page 129, said lot having such metes and bounds as shown on said later plat.

BEING the same property conveyed to the Mortgagors herein by deed of B & W Aerials, said deed being dated of even date.

which has the address of 105 Aiken Circle Greenville South Carolina 29611 (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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