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GREENVILLE CO. S. C.

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RECORDED TO INSTRUMENT  
S.M.C.

# MORTGAGE

BOOK 1446 PAGE 787

THIS MORTGAGE is made this 10th day of October 19.78., between the Mortgagor, Bobby Joe Jones Builders, Inc. (herein "Borrower"), and the Mortgagee, POINSETT FEDERAL SAVINGS AND LOAN ASSOCIATION of Travelers Rest, a corporation organized and existing under the laws of the State of South Carolina, whose address is 203 State Park Road, Travelers Rest, S. C. 29690 (herein "Lender").

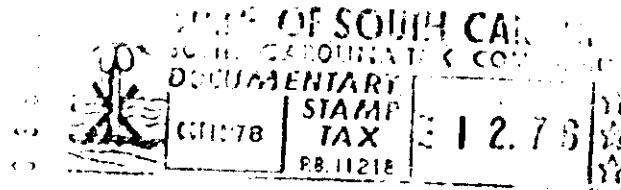
WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty One Thousand Nine Hundred and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated October 10, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 1984;

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 lying in the State of South Carolina, County of Greenville, shown as Lot 23 on plat of Stratford, Section II, recorded in Plat Book 5D at page 90 and having the following courses and distances:

BEGINNING at an iron pin on Lajuan Drive, joint front corner of Lots 23 and 24 and running thence, N. 75-34 E. 211.2 feet to an iron pin, joint rear corner of said lots; thence along the rear line of Lot 23, S. 3-06 W. 90 feet to an iron pin, joint rear corner of Lots 22 and 23; thence along the joint line of said lots, S. 77-55 W. 206.94 feet to an iron pin on Lajuan Drive; thence along said Drive, N. 4-44 E. 24.2 feet and N. 1-07 E. 55.8 feet to the point of beginning.

Being the same property conveyed by L. H. Tankersley by deed recorded herewith.



which has the address of Lajuan Drive, Greenville, S. C. (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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