MORTGAGE

THIS MORTGAGE is made this 12th day of January, 19 79, between the Mortgagor, BRIAN NIXON AND ANNE MARIE NIXON (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of United States of America whose address is Hampton Street Columbia, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy Thousand and no/100ths. ($70,000.00)----------Dollars, which indebtedness is evidenced by Borrower's note dated January 12, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 2009.

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 Southeasterly side of Cliffwood Court near the City of Greenville, South Carolina being known and designated as Lot No. 359 on plat entitled "Map No. 6, Sugar Creek" as recorded in the R. M. C. Office of Greenville County, South Carolina in Plat Book 6-H page 63 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southeasterly side of Cliffwood Court said pin being the joint front corner of Lot Nos. 359 and 358 and running thence with the common line of said lots S. 53-55 E. 140 feet to an iron pin the joint rear corner of Lot Nos. 358 and 359; thence S. 36-05 W. 100 feet to an iron pin the joint rear corner of Lot Nos. 359 and 360; thence with the common line of said lots N. 53-55 W. 140 feet to an iron pin on the Southeasterly side of Cliffwood Court; thence with the Southeasterly side of Cliffwood Court N. 36-05 E. 100 feet to an iron pin the point of beginning.

This is the identical property conveyed to the mortgagors herein by Deed of Cothran & Turby Builders, Inc. dated January 12, 1979 and recorded in the R. M. C. Office for Greenville County, South Carolina on January 12, 1979 in Deed Book 1015 Page 215.

which has the address of Lot No. 359 Cliffwood Court, Sugar Creek (Street) Greer (City)

S. C. 29651 (State and Zip Code) (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.

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