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# MORTGAGE

THIS MORTGAGE is made this 1st day of November, 1979, between the Mortgagor, James Lewis Futrell and Teresa T. Futrell, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

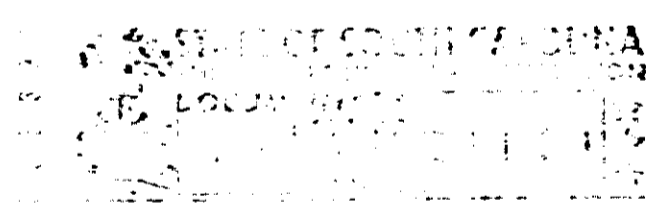
WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-Eight Thousand and No/100 (\$28,000.00) Dollars, which indebtedness is evidenced by Borrower's notedated November 1, 1979, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1, 2010.....;

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 the County of Greenville, State of South Carolina, and being known and designated as Lot No. 35, Coleman Heights Subdivision, according to a plat prepared of said subdivision by Terry T. Dill, Surveyor, May 24, 1956, and which said plat is recorded in the RMC Office for Greenville County, South Carolina, at Plat Book KK, at Page 29, and according to a more recent survey of said lot prepared by Carolina Surveying Company, April 13, 1979, having the following courses and distances, to-wit:

BEGINNING at a point on the edge of West Drive, joint front corner with Lot 34 and running thence with the common line with said Lot, S. 74-20 W. 170.4 feet to a point on the edge of a twenty foot alley; thence running with the edge of said alley, N. 38-26 W. 131.6 feet to a point on the edge of said alley, joint rear corner with Lot 36; thence running with the edge of said lot, N. 69-57 E. 218.3 feet to a point on the edge of West Drive; thence running with the edge of said Drive, S. 17-10 E. 138.1 feet to a point on the edge of said Drive, the point of Beginning.

The within property is the identical property conveyed to the mortgagors herein by deed of Brown Enterprises of S.C., Inc. of even date herewith and which said deed is being recorded simultaneously with the recording of this instrument.



which has the address of West Drive Travelers Rest, South Carolina 29690 (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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