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MORTGAGE

THIS MORTGAGE is made this 28th day of February 19.80., between the Mortgagor, Eric E. Swan and Theresa R. Swan (herein "Borrower"), and the Mortgagee, Bankers Trust of South Carolina, a corporation organized and existing under the laws of South Carolina, whose address is c/o Aiken-Speir, Inc., P.O. Box 391, Florence, S.C. 29503 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty-Three Thousand One Hundred and 00/100ths Dollars, which indebtedness is evidenced by Borrower's note dated February 28, 1980 (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, 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 on the southwestern side of Highland Drive in the County of Greenville, State of South Carolina, being shown and designated as Lot no. 56 on plat entitled "Subdivision of C. B. Martin Property" recorded in the RMC Office for Greenville County in Plat Book F at Page 102 and having according to said plat, and a more recent survey entitled "Property of Eric E. Swan and Theresa R. Swan" prepared by Freeland and Associates dated February 22, 1980, the following metes and bounds:

BEGINNING at an iron pin on the southwestern side of Highland Drive at the joint front corner of Lots no. 56 and 57 and running thence with the line of Lot no. 57, S. 48-50 W. 192.1 feet to an iron pin; thence N. 41-10 W. 71.0 feet to an iron pin in the line of Lot no. 55; thence with the line of Lot no. 55, N. 48-50 E. 192.1 feet to an iron pin on the southwestern side of Highland Drive; thence with the southwestern side of Highland Drive, S. 41-10 E. 71.0 feet to the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of E. Hays Reynolds, III and Cherry D. Reynolds dated February 28, 1980, recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1121 at Page 233 on February 25, 1980.

RECORDED IN THE PUBLIC OFFICE OF SOUTH CAROLINA
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which has the address of 106 N. Highland Drive, Greenville, South Carolina, 29605 (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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