

FILED
GREENVILLE CO. S. C.

SEP 4 1 56 PM '80

DONNIE S. TANKERSLEY
R.M.C.

1514-440

MORTGAGE

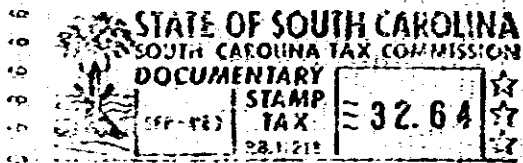
THIS MORTGAGE is made this 4th day of September, 1980, between the Mortgagor, H. G. Proffitt, Inc., (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Eighty-One Thousand Six Hundred and No/100 (\$81,600.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 4, 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 September 1, 2011.

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 situate, lying and being at the Westerly intersection of Sugarcane Court and Sugar Creek Lane, near the City of Greenville, South Carolina, being known and designated as Lot No. 12 on plat entitled "Map No. 7, Sugar Creek" as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 7-C at Page 15, reference to said plat being craved for a metes and bounds description thereof.

This is the same property conveyed to the Mortgagor by deed of John Cothran Company, Inc., a South Carolina corporation, M. Graham Proffitt, III and Ellis L. Darby, Jr. of even date to be recorded herewith.



which has the address of Lot 12 Sugar Creek Lane Greer, (City)
S. C. 29651 (herein "Property Address"); (State and Zip Code)

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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