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MORTGAGE

WITNESSES
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THIS MORTGAGE is made this 30th day of December, 1980, between the Mortgagor, **Gustavo A. Fernandez-Rubio and Belinda K. Fernandez-Rubio** (herein "Borrower"), and the Mortgagee, **GREER FEDERAL SAVINGS AND LOAN ASSOCIATION**, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 107 Church Street, Greer, South Carolina 29651 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of **Sixty-seven Thousand One Hundred and No/100** Dollars, which indebtedness is evidenced by Borrower's note dated **December 30, 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 **December 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 State of South Carolina, County of Greenville, being known and designated as **Lot No. 177** of a subdivision known as **PEBBLE CREEK, PHASE I** as shown on plat thereof prepared by **Emwright Associates, Engineers**, dated **October, 1973**, and recorded in the R.M.C. Office for Greenville County, South Carolina, in **Plat Book 5-D**, at **page 2**, reference to which is hereby made for a more complete description by metes and bounds.

This is the same property conveyed to the Mortgagors by deed of **Better Homes of Greenville, Inc.** recorded in the R.M.C. Office for Greenville County, South Carolina, in **Deed Book 1129**, at **page 882**, on **July 28, 1980**.

which has the address of **Lot 117 Ginger Lane & Stallings Road** **Taylors**
(Street) (City)
S. C. 29687 (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 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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