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THIS MORTGAGE is made this 27th day of May.

19.81, between the Mortgagor, Michael P. Goot and Karen J. Goot

(herein "Borrower"), and the Mortgagee, UNITED FEDERAL.

SAVINGS AND LOAN ASSOCIATION OF FOUNTAIN INN a corporation organized and existing under the laws of the United States of America whose address is 201 Trade Street,

Fountain Ing. S. C. 29644 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of . Thirty Four Thousand Eight Hundred and no/100 .----- Dollars, which indebtedness is evidenced by Borrower's note dated. September 12, 1975 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on . October 1, 2005

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 on the northerly side of Tollgate Court in the Town of Simpsonville, Greenville County, South Carolina being known and designated as a portion of lot no. 35 as shown on a plat of THE CEDARS (formerly Castlewood Subdivision) made by Dalton & Neves, Engineers, dated March, 1974, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 4-X at Page 93 and having according to a survey entitled THE CEDARS, PART LOT 34 AND PART LOT 35 made by Freeland & Associates dated April 6, 1981, recorded in Plat Book 3R at Page 7, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the original joint rear corner of lots nos. 34 and 35 and running thence along the rear line of lot no. 35, N. 76-40 E. 17.87 feet to an iron pin; thence along a new line through lot no. 35, S. 22-57 E. 87.91 feet to an iron pin in the common line of lots nos. 34 and 35; thence along the original common line of said lots, N. 33-55 W. 92.58 feet to an iron pin, the point of beginning.

The above property is the same property conveyed to the mortgagors by deed of Timothy D. Faulkner and Sherri S. Faulkner to be recorded herewith.

The within mortgage is of equal rank and priority with that certain note and mortgage given by the mortgagors to United Federal Savings and Loan Association recorded in the R.M.C. Office for Greenville County, South Carolina in Mortgage Book 1348 at Page 747. A default in the terms and conditions of said mortgage, or a default in the terms and conditions of the within mortgage or of said note shall constitute a default in the terms and conditions of said note and both of said mortgages. This mortgage is given as additional collateral for the above described note bearing date of September 12, 1975.

S..C..29681 (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.

SOUTH CAROLINA-1 to 4 Family-6/75-FNMA/FHLMC UNIFORM INSTRUMENT

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