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MORTGAGE

CB LOAN NO. 405955
BOOK 1565 PAGE 545
BOOK 1560 PAGE 599

THIS MORTGAGE is made this 23rd day of December 1981, between the Mortgagor, William H. Painter, Jr. and Elizabeth E. Richards (herein "Borrower"), and the Mortgagee, CAMERON-BROWN COMPANY, a corporation organized and existing under the laws of North Carolina, whose address is 4300 Six Forks Road, Raleigh, North Carolina 27609 (herein "Lender").

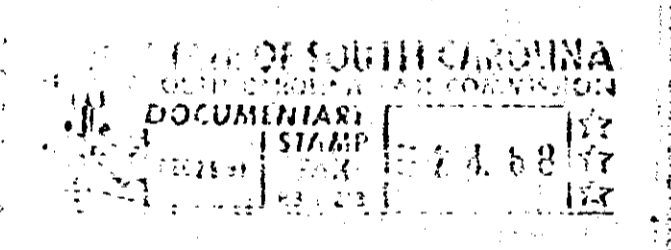
WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty-One Thousand Seven Hundred and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated December 23, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2012;

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 Unit 6-C of a subdivision known as Wenwood Towns, Phase I, Section I and II, according to a plat thereof, dated September 18, 1981, prepared by Heaner Engineering Co., Inc. and recorded in the RMC Office for Greenville County in Plat Book 8-P at Page 47, and having such metes and bounds as shown thereon.

This being the same property conveyed to the Mortgagors herein by Deed of Westminster Company, of even date, to be recorded herewith in the RMC Office for Greenville County, S. C.

Mortgagee's address: 4300 Six Forks Road, Raleigh, N. C. 27609



**This Mortgage is being rerecorded to add the notary seal and date of notary expiration.

The Call Option Rider attached hereto and executed of even date herewith is incorporated herein and the covenants and agreements of the Rider shall amend and supplement the covenants and agreements of this (Mortgage, Deed of Trust, Deed) as if the Rider were a part hereof.

which has the address of Unit 6-C Wenwood Towns Greenville, S. C., 29607 (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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