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SEP 1 7 1982 10 Donale S. Tankersley

## MORTGAGE

THIS MOR GAGE is made this James M. Coston and Deborah M. Coston

Federal Savings & Loan Association, a corporation organized and existing under the laws of United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina, (herein "Lender").

WHEREAS. Borrower is indebted to Lender in the principal sum of U.S. s. 12,045.34 which indebtedness is evidenced by Borrower's note dated . September 13, 1982. and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on . September 15, 1992

To Secure to Lender 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. 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 lot of land with the buildings and improvements thereon, situated, lying and being on the West side of Donnon Road near the City of Greenville, in Greenville County, State of South Carolina, being shown as Lot No. 2 on Plat of Property of John Lude Vaughn, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book DD, page 13, (being a revision of Lots 7 and 8 on Plat No. 2 of Property of W. S. Bradley, recorded in Plat Book O, page 169), reference to which is hereby craved.

The above property is the same property conveyed to the grantor by deed of Frank P. McGowan, Jr. as Master in Equity for Greenville County, South Carolina recorded May 19, 1982 in Deed Book 1167 at Page 107 and is hereby conveyed subject to all rights of way, easements, conditions public roads and restrictive covenants reserved on plats and other instruments of public record and actually existing on the ground affecting said property.

The above property is conveyed subject to the rights of the first mortgage held by Bankers Mortgage Corporation, which appears of record in the R.M.C. Office for Greenville County, South Carolina in Mortgage Book 1315 at Page 683 in the initial amount of \$21,200.00 dated July 8, 1974 with the approximate balance due in the sum of \$19,600.00

Donnan Road Investors is a South Carolina General Partnership existing under written agreement composed of two partners, namely, Joe G. Thomason and Bob R. Janes.

The grantees agree and assume to pay Greenville County property taxes for the tax year 1982 and subsequent years.

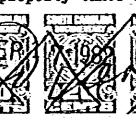


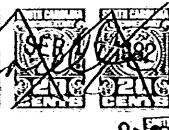
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TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain 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 hereinafter 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, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender. Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum therein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and

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