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Documentary Stamps are figured on the amount financed 3 14,365.59

MORTGAGE

THIS MORTGAGE is made this 13th day of June

19.83, between the Mortgagor, Theresa Jean Bussey McMakin

(herein "Borrower"), and the Mortgagee,

AMERICAN PEDERAL SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA

(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty. one thousand, eight hundred, sixty-three and 52/100...Dollars, which indebtedness is evidenced by Borrower's note dated. June 13, 1983......(herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1, 1989......

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 lot of land in Greenville County, South Carolina, being known and designated as Lot No. 103 as shown on plat on Sans Souci Heights, Map \$3, recorded in Plat Book Z, at page 95, said lot fronting 75 feet on Callahan Avenue, running back to a depth of 108.33 feet on one side, to a depth of 107.5 feet along Merrilat Avenue, and being 75 feet across the rear.

This is the same property conveyed to Grantor by Deed recorded in the R.M.C. Office for Greenville County in Deed Book 984 at Page 235.

This conveyance is subject to all restrictions, set back lines, roadways, easements, and right-of-way, if any, appearing of record, on the presmises or on the recorded plat, which affect the property hereinabove described.

The Grantee herein assumes and agrees to pay the balance due of that certain mortgage given to C.W. Douglas Wilson & Company in the original amount of \$9,350.00 and recorded in the R.M.C. Office of Greenville County, South Carolina, in the Mortgage Book 1058 at page 533 with the principal balance of \$7,498.17

DERIVATION CLAUSE: This is the same property conveyed by deed of Sharon M. Nicholson to Marcus James McMakin, Jr and Theresa Jean Bussey (McMakin,) dated 9/18/83, recorded 9/18/83 in volume 984 at page 235 of the RMC Office for Greenville County, SC. Also, This is the same property conveyed by deed of Marcus James McMakin, Jr. (one-Half Interest unto Theresa Jean Bussey McMakin, dated 1/8/79, recorded 2/20/79 in volume 1097 at page 174 of the RMC Office for Greenville County, SC.

which has the address of 17 Callahan Aveune, Greenville, SC 29609

(Street) (Crist)

(herein "Property Address");

To Have AND to Hold unto Lender and Lender's successors and assigns, forever, together with all the improvements now or bereafter erected on the property, and all casements, 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, casements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

SOUTH CAROLINA 110:18-19 575 ENVA FRENC UNIFORM INSTRUMENT 13:110 0/2.056873_27 574.365.57