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## **MORTGAGE**

THIS MORTGAGE is made this 21st day of October 1983, between the Mortgagor, DAVID W. CHILES AND BARBARA G. CHILES

Savings and Loan Association of South Carolina, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of <u>-FIFTY-NINE THOUSAND EIGHT HUNDRED FIFTY & NO/100- -</u> Dollars, which indebtedness is evidenced by Borrower's note dated <u>October 21, 1983</u>, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on <u>November 1, 20,13</u>;

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 \_\_\_\_\_\_\_\_\_, State of South Carolina.

ALL that piece, parcel or lot of land, with all improvements thereon, in Greenville Township, City of Greenville, Greenville County, State of South Carolina, situate, lying and being on the south side of East Earle Street, being shown on a plat of property prepared for David W. Chiles and Barbara G. Chiles by Jeffery M. Plumblee, Inc. dated October 18, 1983, recorded in Plat Book 10-C at page 22 in the R.M.C. Office for Greenville County, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of East Earle Street, which pin is 57.4 feet west from the southwest corner of the intersection of East Earle and Elizabeth Streets, and running thence S. 18-16 W. in a line parallel with Elizabeth Street 206.5 feet to an iron pin; thence N. 71-20 W. in a line parallel with East Earle Street 63 feet to an iron pin; thence N. 18-16 E. in a line parallel with Elizabeth Street 206.5 feet to a nail and cap on the south side of East Earle Street; thence with the south side of East Earle Street S. 71-20 E. 63 feet to the beginning corner.

This is the same property conveyed to mortgagors herein by deed of David W. Chiles and Barbara G. Chiles dated October 21, 1983, to be recorded herewith.

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which has the address of 24 East Earle Street, Greenville,

South Carolina (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 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.

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SOUTH CAROLINA -- 1 to 4 Family-6/75-FNMA/FHLMC UNIFORM INSTRUMENT (with amendment adding Para, 24-

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