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GREENVILLE S.C.

DEC 22 3 50 PM '83

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DUNN & BEELEY  
R.M.C. **MORTGAGE**

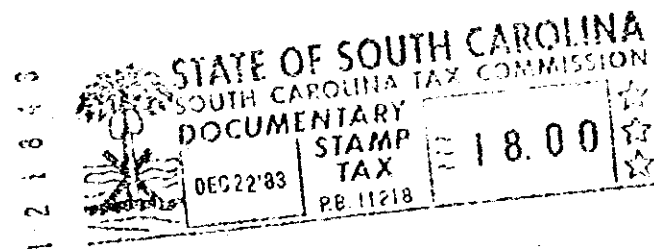
THIS MORTGAGE is made this 22 day of DECEMBER, 19 83, between the Mortgagor, HAROLD D. PAYNE AND JANET K. PAYNE, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of FORTY-FIVE THOUSAND AND NO/100 (\$45,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated DECEMBER 22, 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 JANUARY 1, 2014.

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 with all improvements thereon situate, lying and being on the northwestern side of NORTH WALDEN POINTE in the County of Greenville, State of South Carolina, and being shown and designated as Lot #28 of a subdivision known as WALDEN POND as shown on a plat prepared by FREELAND & ASSOCIATES, ENGINEERS, dated January 21, 1981 and recorded in the RMC Office for Greenville County in Plat Book 8-P at Page 65, reference being had to said plat for a more complete metes and bounds description.

THE above described property is the same acquired by the mortgagors by deed from GATEWOOD BUILDERS, INC. dated December 22, 1983, to be recorded herewith.



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which has the address of 28 N. WALDEN POINTE, TAYLORS, SOUTH CAROLINA, (Street) (City) 29687 (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.

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