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GREENVILLE CO. S.C.  
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DONNIE S. WALKERSLEY  
R.M.C.

VOL 1694 PAGE 511

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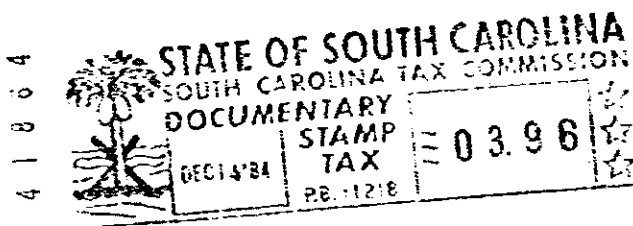
## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 14, 1984. The mortgagor is THE SMITH COMPANIES, A SOUTH CAROLINA PARTNERSHIP ("Borrower"). This Security Instrument is given to First Federal Savings and Loan Association of South Carolina, which is organized and existing under the laws of the United States of America, and whose address is 391 College Street, Greenville, South Carolina 29601 ("Lender"). Borrower owes Lender the principal sum of Thirteen Thousand Two Hundred and No/100 Dollars (U.S. \$13,200.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on June 14, 1986. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For the purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in Greenville County, 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 Lot No. 5 on plat of PELHAM OAKS, recorded in the RMC Office for Greenville County in Plat Book 10-M, Page 45; reference to said plat being made for a metes and bounds description thereof.

This being a portion of the property conveyed to the Mortgagor herein by deed of Woodfield Land Co., a South Carolina Partnership, dated December 12, 1984 and recorded in the RMC Office for Greenville County, South Carolina in Deed Book

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which has the address of Fair Oaks Drive Greenville, South Carolina 29615 ("Property Address");

TO HAVE AND TO HOLD such property 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 rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument 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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.