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## MORTGAGE

THIS MORTGAGE is made this 18th day of January 1982 between the Mortgagor, Harold T. Phillips and Alice C. Phillips (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, 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, two hundred, twenty-one and 40/100 Dollars, which indebtedness is evidenced by Borrower's note dated January 18, 1982 (herein "Note"), providing for monthly installments of principal and interest, due the 15th of each month if the same will then not mature on February 1, 1987.

This is the same property conveyed by deed of R. C. Ayers, Sr. to Harold T. Phillips recorded 6/1/72, dated 5/31/72, in Volume 945, at Page 211, at the RMC Office for Greenville County, SC.

Bozeman, Grayson & Smith, Attorneys

Bozeman, Grayson & Smith, Attorneys  
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F. W. Hart  
D. P. Russell  
J. L. Hart  
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which has the address of Rt. #4, Box 218, Lot 7 Simpsonville  
SC 29631 (herein "Property Address");  
State and Zip Code:

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, however, 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 seized 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.

SOUTH CAROLINA - 1 to 4 Family - 6. DS - ENR. FORM UNIFORM INSTRUMENT

LAW OFFICES

1-46007-70

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