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GREENVILLE CO. S. C. JUH 15 10 29 MH . 79 DONNIE S. TANKERSLEY

## **MORTGAGE**

THIS MORTGAGE is made this.....15th......day of.....June..... 1979... between the Mortgagor... GREGORY .T. MISKOWIEC and DEBORAH .A. MISKOWIEC ... .....(herein "Borrower"), and the Mortgagee, ..... FIDELITY 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 Sixty-five. Thousand...... and no/100ths .----- Dollars, which indebtedness is evidenced by Borrower's note dated...June...15th....1979.... (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on.....June. 1,..2009......

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 piece, parcel or lot of land, with all buildings and improvements thereon, situate, lying and being on the eastern side of Cherry Hill Road, in the City of Mauldin, Greenville County, being known and designated as Lot No. 54 on a plat of FORRESTER WOODS, SECTION 7, SHEET NO. 2, made by R. B. Bruce, dated February 12, 1975, recorded in the RMC Office for Greenville County, S. C., in Plat Book 5-P, page 22, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Cherry Hill Road at the joint front corners of Lots No. 53 and 54 and running thence with the common line of said lots, N. 75-48 E., 198.4 feet to the center of a creek, iron pin back from center line; thence with the center line of a creek as the line, the following traverse courses and distances: S. 4-33 E., 65 feet to an iron pin and S. 1-26 W., 75 feet to an iron pin at the joint rear corners of Lots Nos. 54 and 55; thence from an iron pin along the common line of said lots, S. 86-12 W., 183.8 feet to a point on Cherry Hill Road; thence with the eastern side of Cherry Hill Road, N. 01-51 E., 40 feet to an iron pin; thence continuing with said side of said Road, N. 10-52 W., 65 feet to the point of beginning.

The above property is the same conveyed to the Mortgagors by deed of James L. Graves and Elizabeth A. Graves to be recorded simuntaneously herewith.

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which has the address of ...... 305. Cherry. Hill. Road, Route .10., ..... Greenville ......

South .Carolina .29607. (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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