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June,

## **MORTGAGE**

THIS MORTGAGE is made this 14th day of July

19\_82, between the Mortgagor, Philip H. Brice and Jane H. Brice

, (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 SIX THOUSAND AND NO/100 --- (\$46,000.00) ----- Dollars, which indebtedness is evidenced by Borrower's note dated July 14, 1982 , (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 1, 2012 ;

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 certain piece, parcel or lot of land, situate on the northwest side of Pimlico Road and the southeast side of Shallowfore Road, in the City of Greenville, County of Greenville, State of South Carolina, being shown and designated as Lot 475 on Plat of Section D of Gower Estates, recorded in the R.M.C. Office for Greenville County in Plat Book "RR", at Pages 192 and 193, and have according to a more recent survey by FREELAND & ASSOCIATES for Philip H. Brice and Jane H. Brice dated July 13, 1982, the following metes and bounds:

BEGINNING at an iron pin on the northwest side of Pimlico Road, joint front corner with lots 475 and 475, and running thence along the line of Lot 474 N. 77-52 W. 165.01 feet to an iron pin, joint rear corner of Lots 474 and 475; thence N. 12-55 E. 80.20 feet to an iron pin on the southeast side of Shallowford Road; thence along Shallowford Road in a curve, the chords of which are as follows: S. 89-37 E. 66.95 feet to an iron pin, N. 83-48 E. 48.40 feet to an iron pin, S. 64-27 E. 42.20 feet to an iron pin, S. 12-03 E. 37.00 feet to an iron pin on the northwest side of Pimlico Road; thence along Pimlico Road S. 15-26 W. 65.61 feet to an iron pin, the point of beginning.

This conveyance is made subject to protective covenants, easements and rights-of way of record.

This is the same property conveyed to the mortgagors by deed of Frank D. Smith and Gurline H. Smith dated July 14, 1982 and recorded July 15, 1982.

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which has the address of 535 Pimlico Road Greenville (City)

S.C. 29607 (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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