

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

CONSUL. LOAN MORTGAGE

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This Mortgage is made this 31st day of JANUARY, 1984, between the Mortgagor WILLIAM L. FINLEY, JR.

(called individually and collectively "Borrower"), and the Mortgagee, First American Mortgage Company, Inc., a South Carolina corporation with an office at 810 Dutch Square Blvd., Suite 365, Columbia, S. C. 29210 (called "Lender").

Borrower, in consideration of and to secure the indebtedness herein recited hereby grants, conveys and mortgages to Lender and Lender's successors and assigns all of the real property, located in the County of Greenville, in the State of South Carolina, which is more particularly bounded and described in Schedule A, attached hereto and made a part hereof. Said property has the address of 10 Piedmont Avenue, Piedmont, South Carolina 29673 (herein "Property Address").

To have and to hold all such property into Lender and Lender's successors and assigns, forever together with all improvements now or hereafter erected on the property, and all easements, rights appurtenances, rents, profits, water, water rights and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to and remain a part of the property covered by this Mortgage and all of the foregoing together with said property, are herein referred to as the "Property".

This Mortgage is given to secure the payment of an indebtedness evidenced by a Note in the original principal amount of SIX THOUSAND AND NO/100 (\$ 6,000.00) Dollars, which is dated the date hereof and is payable to the order of the Lender (the "Note"). The Note provides that, if not sooner paid, the entire indebtedness evidenced thereby will be due and payable on February 15, 1994.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the rights to grant, mortgage and convey the Property, that the property is unencumbered except as shown on Schedule A, and that the Borrower will warrant and defend generally the title to the Property against all claims and demands whatsoever except those shown on Schedule A, attached hereto.

Borrower and Lender covenant and agree as follows:

- PAYMENT OF PRINCIPAL, INTEREST AND OTHER SUMS UNDER NOTE.
Borrower shall promptly pay when due the principal of and interest on all indebtedness evidenced by the Note and all installments thereof and all late charges and other sums as provided in the Note.
- TAXES, CHARGES AND LIENS.

Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain priority over this Mortgage by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts payable under this section. Borrower shall furnish to Lender receipts evidencing all such payments immediately after they are made.

Borrower shall promptly and fully discharge and pay any and all mortgages liens or other encumbrances which have or may obtain priority over the lien of this Mortgage; provided, that if such mortgage or other lien is shown as an encumbrance in Schedule A, attached hereto, then Borrower shall pay promptly when due and payable such sums and promptly perform and discharge such obligations as may be required under or provided for in such mortgages or other encumbrances and as may be necessary to keep

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STATE OF SOUTH CAROLINA DOCUMENTARY TAX STAMP 02.40

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