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1984, between the Mortgagor, William E. Gooding, Jr. and Jacqueline L. Gooding(herein "Borrower"), and the Mortgagee, Alliance..... .. Mortgage Company...... a corporation organized and existing

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty-Four Thousand, Four Hundred and no/100ths (\$54,400). Dollars, which indebtedness is evidenced by Borrower's note dated. June. 29., 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on...July.1, 2014......

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 State of South Carolina:

All that certain piece, parcel or lot of land situate, lying and being on the southwesterly side of Timber Lane near the City of Greenville, South Carolina, being known and designated as Lot . No. 6 on a plat of Altamont Village, Section One, prepared by Freeland & Associates, dated February 19, 1980, and recorded in the RMC Office for Greenville County in Plat Book 7-X at Page 13, reference to said plat being craved for a metes and bounds description thereof.

This is the same property conveyed to the Mortgagors herein by deed of Stan M. McKinney and H. Howell Clyborne, Jr. of even date to be recorded herewith.

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Greenville which has the address of.

29609 (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.