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MORTGAGE

BOOK 1496 253

THIS MORTGAGE is made this 22nd day of February 1980, between the Mortgagor, JOEL L. VARADI and KATHLEEN L. VARADI (herein "Borrower"), and the Mortgagee, ENGEL MORTGAGE COMPANY, INC., a corporation organized and existing under the laws of DELAWARE, whose address is POST OFFICE BOX 847, BIRMINGHAM, ALABAMA 35201 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of THIRTY-EIGHT THOUSAND AND 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated February 22, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 2010

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 certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, and being known and designated as Lot No. 13 on plat of Edwards Forest, Section 2, said plat being recorded in the RMC Office for Greenville County in Plat Book RR at Page 20, and also as shown on a more recent survey of Property of John L. Varadi and Kathleen L. Varadi, dated February 15, 1980, prepared by Freeland & Associates, and recorded in the RMC Office in Plat Book 7-V at Page 61, and having, according to the more recent survey, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southeast side of Randy Drive, said point being the joint front corner of Lots 13 and 14 of said plat, and running along the Southeast side of Randy Drive N 56-45 E 100.0 feet to an iron pin, being the joint front corner of Lots 12 and 13 of said plat; thence turning and running along the joint line of Lots 12 and 13 S 33-15 E 180.0 feet to an iron pin, joint rear corner of Lots 12 and 13; thence turning and running S 56-45 W 100.0 feet to an iron pin, joint rear corner of Lots 13 and 14; thence turning and running along the joint line of Lots 13 and 14, N 33-15 W 180.0 feet to the point and place of BEGINNING.

Being the same property conveyed to the Mortgagors herein by deed recorded of even date herewith.

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which has the address of 13 Randy Drive, Taylors South Carolina 29587 (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 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.

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