

1988-180

S. C.

'80

WISLEY

MORTGAGE

THIS MORTGAGE is made this 16th day of December, 1980, between the Mortgagor, Donald C. Patterson and Charlene H. Patterson, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, 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 Fifteen Thousand Dollars and no/100 (\$15,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 16, 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 January 1, 1993;

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, situate, lying and being in Greenville County, State of South Carolina, being known and designated as Lot 47, Section II, Farmington Acres as shown on revised Plat recorded in the RMC Office for Greenville County in Plat Book NNN at Page 117, also shown on plat of property of Paul Marvin Compton, Jr., and Judy W. Compton, recorded in the RMC Office for Greenville County, S.C. in Plat Book 5-E at Page 127 and according to said plat having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northern side of Delray Circle at the joint front corner of Lots 46 and 47 and running thence N. 37-15 W. 155 feet to an iron pin; thence N. 52-45 E. 100 feet to an iron pin; thence S. 37-15 E. 155 feet to an iron pin on the Northern side of Delray Circle; thence with Delray Circle, S. 52-45 W. 100 feet to an iron pin, the point of beginning.

~~This conveyance is subject to all restrictions, zoning ordinances, setback lines, roads or passageways, easements and rights of way, if any, affecting the above described property.~~

~~For deed into Grantors see Deed Book 612, at Page 592 and 599. The grantee herein, by the acceptance of this deed, specifically assumes and agrees to pay the indebtedness due under the terms of a mortgage given by the grantor to C. Douglas Wilson & Co. and recorded in Mortgage Book 1304 at Page 431, records of Greenville County, and also hereby assumes the obligations of the grantor under the terms of the instruments creating the loan to indemnify the Veterans Administration to the extent of any claim payment arising from the guaranty or insurance of the indebtedness above mentioned with a balance of \$893.55.~~

This being the same property conveyed to the mortgagor herein by deed of Paul Marvin Compton, Jr. and Judy W. Compton, and recorded in the RMC Office for Greenville County on September 10, 1975, in Deed Book 1023, and Page 954. This is a second mortgage and is junior in lien to that mortgage executed to C. Douglas Wilson & Co., which mortgage is recorded in RMC Office for Greenville County in Book 1304, and page 431, which has the address of

400 Delray Circle Greenville
South Carolina 29611 (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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