

FILED  
GREENVILLE CO. S. C.  
SEP 3 9 47 AM '82  
DONNIE S. TANKERSLEY  
R.M.C.

UCT 21 3 33 PM '82  
DONNIE S. TANKERSLEY  
R.M.C.

# MORTGAGE

BOOK 1533 PAGE 671  
BOOK 1579 PAGE 692

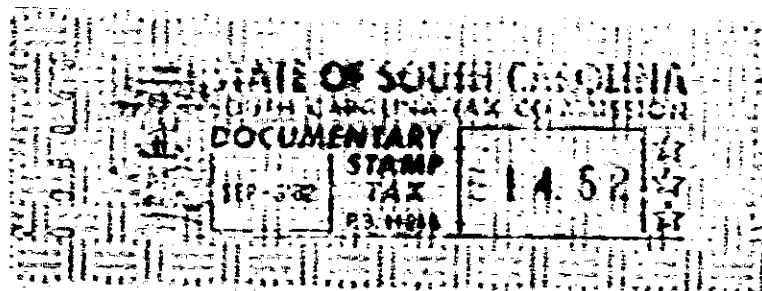
THIS MORTGAGE is made this 2nd day of September, 1982, between the Mortgagor, John M. Gathings (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina, (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-six thousand two hundred fifty and no/100 (36,250.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 2, 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 October 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 Greenville, State of South Carolina:

ALL that certain piece, parcel or condominium unit known and designated as Unit 32 of Wildaire-Merry Oaks Horizontal Property Regime III as created by that certain Master Deed Establishing Wildaire-Merry Oaks Horizontal Property Regime III, recorded in the Greenville County RMC Office in Deed Book 1125 at Page 528, together with the undivided interests allocated to said unit in all common elements, both general and limited, as set forth in said Master Deed, and subject to all restrictions, rights-of-way, easements, covenants and other conditions as set forth in the Master Deed creating Wildaire-Merry Oaks Horizontal Property Regime III.

This is the same property conveyed to the Mortgagor herein by deed of Wildaire-Merry Oaks Partnership recorded in the Greenville County RMC Office in Deed Book 1173 at Page 326 on September 3, 1982.



which has the address of Unit 32 Wildaire Condominium, Greenville, South Carolina 29607 (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.

GC10 ----- 09 03 82 1043

5.00CD

0979

4328