

Documentary Stamps are figured on  
the amount financed: \$ 9040.17

## MORTGAGE

THIS MORTGAGE is made this 4th day of February 1983, between the Mortgagor, Floyd Patrick, Jr. and Elsie K. Patrick (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twelve thousand, seventy-one and 52/100 Dollars, which indebtedness is evidenced by Borrower's note dated February 4, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 15, 1987

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 on the southern side of South Carolina Highway No. 106 being known and designated as Lot No. 4 as shown on a plat entitled "Section II, Belle Terre Acres", prepared by C.O. Riddle, dated November 1962, revised July, 1964 and October, 1965, and having, according to said plat, the following metes and bounds:

Beginning at a point in the center line of South Carolina Highway No. 106 at the joint front corner of Lots Nos. 4 and 5 and running thence with the line of Lot No. 5 S. 20-34W. 377.5 feet to an iron pin; thence S. 76-48 E. 290.1 feet to an iron pin in the line of Lot No. 3; thence with the line of Lot No. 3 N. 7-40 E. 384.2 feet to a point in the center line of South Carolina Highway No. 106; thence with the center line of South Carolina Highway No. 106, the following courses and distances: N. 81-41 W. 101 feet to a point, thence N. 76-31 W. 103.8 feet to the point of beginning.

The within conveyance is subject to such restrictions, setback lines, zoning ordinances, utility easements and rights of way, if any, as may affect the above described property:

As a part of the consideration for the within conveyance, the grantees herein assume and agree to pay the balance due on that certain mortgage given by John K. McCanless and Pauline A. McCanless to American Federal Savings and Loan Association in the original principal sum of \$49,600.00 dated November 1, 1976 and recorded in the R.M.C. office for Greenville County in Mortgage Book 1381 at Page 839 and having a present principal balance of \$48,999.22.

This is the identical property conveyed to the grantors herein by deed of William E. Cooper, Jr. and Carolyn R. Cooper dated November 1, 1976, and recorded in the R.M.C. office for Greenville County in Deed Book 1045 at Page 416 on November 1, 1976.

This is the same property conveyed by Deed of John K. and Pauline A. McCanless unto Floyd Patrick, Jr. and Elsie K. Patrick, dated 05-16-78 recorded 05-16-78, in the R.M.C. Office for Greenville County, volume 1079 page 287.

which has the address of Rt. 6, Box 562, Piedmont, SC (Street) (City) 29673 (State and Zip Code) (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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