

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
JUL 11 1983  
CLERK'S OFFICE

RECORDED  
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**MORTGAGE**

THIS MORTGAGE is made this 1st day of July 1983, between the Mortgagor, Garland R. Whittington, of the County of Greenville, State of South Carolina -----, (herein "Borrower"), and the Mortgagee, Perpetual Federal Savings and Loan Association, who address is 907 North Main Street, Anderson, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of \$8,262.32 together with finance charges of \$4,697.20 for total repayment of \$12,959.52 dollars, which indebtedness is evidenced by Borrower's note dated July 1, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid due and payable in accordance with terms as therein contained.

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 in Greenville County, State of South Carolina, near the City of Greenville, and being known and designated as Lot Number Forty-Two (42) of property of Wm. R. Timmons, Jr., according to plat of record in the R.H.C. Office for Greenville County, South Carolina, in Plat Book XX at page 9, and having the following metes and bounds, to-wit: BEGINNING at a point on the Northwestern side of Fairfax Drive at the joint front corner of Lots 41 and 42, and running thence with the Northwestern side of Fairfax Drive S 68-23 W 100 feet to point at the joint front corner of Lots 30 and 42, thence N 21-37 W 118.1 feet to point at the joint rear corner of Lots 30 and 42, thence N 29-43 E 81 feet to point at the joint rear corner of Lots 31, 32 and 42, thence N 68-15 E 36.8 feet to point at the joint rear corner of Lots 41 and 42, thence S 21-37 E 168.8 feet to the point of beginning. Being the same lot of land conveyed to Garland R. Whittington by deed of William R. Timmons, Jr., dated February 7, 1963, of record in the aforesaid Clerk's Office in Deed Book 716 at page 424.

Being a second lien on the premises described, the first mortgage having been given by Garland R. Whittington to Shenandoah Life Insurance Company, dated February 13, 1963, of record in the aforesaid R.H.C. Office in Mortgage Book 914 at page 113.

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which has the address of 103 Fairfax Drive Greenville  
South Carolina 29611 (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 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.

SOUTH CAROLINA -- UNENCUMBERED INSTRUMENT

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