

1983 176

GREENVILLE S.C. FILED

MORTGAGE

THIS MORTGAGE was made this 9th day of November 1983 between the Mortgagee Patsy P. Thigpen, Individually and as Natural Guardian for David Thigpen and Polly Thigpen (herein "Borrower"), and the Mortgagee Freedlander, Inc. The Mortgage People a corporation organized and existing under the laws of Virginia whose address is 4020 West Broad Street, Richmond, Virginia 23230 (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of U.S. \$ 23355.60 which indebtedness is evidenced by Borrower's note dated November 9, 1983 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on November 15, 1993

TO SECURE to Lender 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, 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 County of Greenville, State of South Carolina, on the western side of Butler Springs Road and being shown and designated as Lot No. 114 on a plat of HERITAGE HILLS, dated May 26, 1964, prepared by Piedmont Engineers, Architects, recorded in the RMC Office for Greenville County in Plat Book YY at Page 187 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

THIS is the same property as that conveyed to Raymond O. Thigpen and Patsy P. Thigpen by deed of James R. Ware and Jeanne A. Ware recorded in the RMC Office for Greenville County in Deed Book 928 at Page 445 on October 28, 1971. Raymond O. Thigpen died intestate on July 3, 1979 and reference is made to the Estate of Raymond Owen Thigpen on file in the Probate Court for Greenville County in Apartment 1569 at File 22. For the authority of Patsy P. Thigpen to execute this document, reference is made to Judgment Roll No. 83-3933.

THIS is a second mortgage subject to that certain first mortgage to First Federal Savings and Loan Association recorded in the RMC Office for Greenville County in Mortgage Book 1211 at Page 579 on October 28, 1971, in the original amount of \$29,900.00.

THE mailing address of the Mortgagee herein is 4020 West Broad Street, Richmond, Virginia 23230.

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which has the address of 2 Beaufort Street Greenville South Carolina 29615 therein "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 and rents, all of which 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 hereinafter 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, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

- UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:
1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
 2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full a sum therein "Funds" equal to one-twelfth of the yearly taxes and assessments including condominium and

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