MORTGAGE - INDIVIDUAL FORM - DILLARD & MITCHELL, P.A., GREENVILLE, S. C. FILED

GEVER DE CO. S. C. MORTGAGE OF REAL ESTATE ELECTRONICALITY JULIE 11 49 40 LL WHOM THESE PRESENTS MAY CONCERNEGUALTY, SC 27224

WHEREAS. Carl S. Falmi and Phyfiste. Fann

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

(hereinafter referred to as Mortgagor) is well and truly indebted unto Ann N. Patterson

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the scaling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

ALL that piece, parcel or lot of land with all buildings and improvements thereon, situate, lying and being on the western side of Bristol Drive in Greenville County, South Carolina, being known and designated as Lot No. 29 and a portion of Lot No. 30 as shown on a plat entitled Property of Palmetto Developers, Inc. made by Dalton & Neves, dated October, 1957, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book KK at Page 131 and having according to a more recent survey thereof entitled Property of Carl S. Fann and Phyllis C. Fann made by Freeland & Associates dated July 20, 1979, recorded in Plat Book 7-K at Page 16, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Bristol Drive at the joint corner of lots nos. 28 and 29 and running thence along the common line of said lots, N. 43-12 W. 122.98 feet to an iron pin in the rear line of lot no. 30; thence a new line through lot no. 30, N. 56-28 E. 117.34 feet to an iron pin on the western side of Bristol Drive; thence along the western side of Bristol Drive, S. 31-32 E. 80.4 feet to an iron pin; thence with the curve of the western side of Bristol Drive, S. 7-38 W. 38.7 feet to an iron pin on the northwestern side of Bristol Drive; thence with the northwestern side of Bristol Drive, S. 46-48 W. 69.8 feet to an iron pin, the point of beginning.

The above property is the same property conveyed to Carl S. Fann and Phyllis C. Fann by deed of Ann N. Patterson of even date to be recorded herewith.

The within mortgage is a second mortgage junior in lien to a first mortgage given to Fidelity Federal Savings and Loan Association in the original amount of \$27,200.00 dated July 27, 1979.

STATE OF SOUTH CAROLINA

SOUTH CAROLINA

DOCUMENTARY

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Together with all and singular rights, members, herdituments, and apportenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, he considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

<u>⊆</u> 60

(I) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgager by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall be at interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

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