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**MORTGAGE OF REAL PROPERTY** 

FEB 18 11 30 AM '81

WITNESSETH THAT, WHEREAS, Mortgagor is indebted to Mortgagee for money loaned for which Mortgagor has executed and delivered to Mortgagee a Note of even date herewith in the principal sum of Twenty-Three Thousand, Four Hundred and No/100 (\$  $\frac{23,400.00----}{0}$ ), the final payment of which is due on  $\frac{\text{March }15}{0}$  19  $\frac{91}{0}$ , together with interest thereon as provided in said Note, the complete provisions whereof are incorporated herein by reference;

AND WHEREAS, to induce the making of said loan, Mortgagor has agreed to secure said debt and interest thereon (together with any future advances) and to secure the performance of the undertakings prescribed in the Note and this Mortgage by the conveyance of the premises hereinafter described:

NOW, THEREFORE, in consideration of the aforesaid loan and the sum of Three Dollars (\$3.00) cash in hand paid to Mortgagor, the receipt of which is hereby acknowledged, Mortgagor hereby grants, sells, conveys, assigns and releases to Mortgagee, its successors and assigns, the following described premises located in <a href="mailto:screenville"><u>Greenville</u></a>
— County, South Carolina:

All that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 14 of Altamont Forest, Section One, prepared by Robert R. Spearman, Surveyor, dated January 24, 1978 and recorded in the R.M.C. Office for Greenville County in Plat Book 6H at Pages 42 and 43, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Altamont Forest Drive at the joint front corner of Lots Nos. 13 and 14, and running thence with the joint line of said lots, S. 17-23 W. 65.0 feet to an iron pin, and S. 26-58 E. 326.01 feet to an iron pin in the line of J. Kaufman at the joint corner of Lots Nos. 14 and 16; thence with the line of Lot No. 16, N. 02-09 E. 100 feet to an iron pin at the corner of Lot No. 15; thence with the line of Lot No. 15, N. 00-12 E. 151.0 feet to an iron pin on the southwestern side of Altamont Forest Drive, joint front corner of Lots Nos. 14 and 15; thence with the southwestern side of Altamont Forest Drive, N. 43-35 W. 70.35 feet to an iron pin and N. 58-52 W. 98.23 feet to the point of beginning.

This being the same property conveyed to the mortgagor herein as follows: by deed of Joe W. Hiller to Ray F. Patton and Sharon B. Patton recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Volume 1090 at Page 254; and by deed of Ray F. Patton, Jr. conveying his one-half interest in the property to his wife, Sharon B. Patton, recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Volume 1121 at Page 991 on March 12, 1980.

This mortgage is second and junior in lien to that mortgage given in favor of First Federal Savings and Loan Association in the original amount of \$65,000.00, (See Back) Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining. Including but not limited to all buildings, improvements, fixtures, or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and also together with any screens, window shades, storm doors and windows, screen doors, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not).

TO HAVE AND TO HOLD the same with all privileges and appurtenances thereunto belonging to Mortgagee, its successors and assigns, forever, for the purposes hereinafter set out and Mortgagor covenants with Mortgagee, its successors and assigns, that Mortgagor is seized of, and has the right to convey, the premises in fee simple; that the premises are free and clear of all encumbrances except for a prior Mortgage, if any; and that Mortgagor will warrant and defend title to the premises against the lawful claims of all persons whomsoever.

MORTGAGOR COVENANTS with Mortgagee, its heirs, successors and assigns as follows:

- 1. NOTE PAYMENTS. Mortgagor shall make timely payments of principal and interest on the above mentioned Note in the amounts, in the manner and at the place set forth therein. This Mortgage secures payment of said Note according to its terms, which are incorporated herein by reference.
- 2. TAXES. Mortgagor shall pay all taxes, charges and assessments which may become a lien upon the premises hereby conveyed before any penalty or interest accrues thereon and shall promptly deliver to Mortgagee (at its request) official receipts evidencing payment thereof. In the event of the passage after the date of this Mortgage of any law imposing a federal, state or local tax upon Mortgage or debts secured thereby, the whole principal sum (together with interest) secured by this Mortgage shall, at the option of Mortgagee, its successors and assigns, without notice become immediately due and payable.

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