GREENVILLE CO. S. C. SEP 20 4 35 PH 778 DONNIE S. TANKERSIEV

## **MORTGAGE**

THIS MORTGAGE is made this 15th	day of September
19.78., between the Mortgagor, Philip S	. Patrick
	ein "Borrower"), and the Mortgagee,
FIDELLLY FEDERAL SAYINGS AND LOAN ASS	QUATION, a corporation organized and existing
STREET, GREENVILLE, SOUTH CAROLINA	, whose address is 101 EAST WASHINGTON (herein "Lender").

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 western side of Devonwood Court, County of Greenville, State of South Carolina, and being known and designated as Lot 44 as shown on a plat of Cambridge Park Subdivision prepared by Dalton & Neves Co., dated June 1, 1972, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4-R, at Page 11, and having, according to said plat the following metes and bounds description.

BEGINNING at an iron pin on southern side of Dover Drive, joint front corner of Lots 44 and 45; running thence with the line of Lot 45, N. 56-46 W., 135.8 feet to an iron pin, joint rear of Lots 44, 45, 20 and 21; thence running with line of Lot 21, N. 8-44 E. 50 feet to an iron pin, joint rear corner of Lots 21 and 33; thence with line of Lot 33, N. 55-06 E., 75 feet to an iron pin, joint rear corner of Lots 33, 34, 43, and 44; thence with line of Lot 43, S. 34-54 E., 125 feet to an iron pin on southern side of Dover Drive, joint front corner of Lots 43 and 44; thence with southern side of Dover Drive, S. 22-48 W., 70 feet to an iron pin, the point and place of beginning.

This being the same property conveyed to Philip S. Patrick by deed of Governors Square Associates, a Partnership, dated September 15, 1978, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 188, at Page 275, on September 2011, 1978.

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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.

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