

113 Beaverdell Court  
Simpsonville, S.C. 29681

GREENVILLE CO. S.C.  
JAN 26 3 20 PM '79  
MORTGAGE

1400 105

THIS MORTGAGE is made this 26th day of January 1979, between the Mortgagor, Charles O. Patton, III and Karen H. Patton (herein "Borrower"), and the Mortgagee, FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Thousand Three Hundred Fifty and No/100 (\$40,350.00) Dollars, which indebtedness is evidenced by Borrower's note dated January 26, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 2009.

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 situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot 62, Bellingham Subdivision, Section IV, as more particularly appears on that certain plat entitled "Property of Charles O. Patton, III and Karen H. Patton", prepared by Kebb Surveying and Mapping Company, dated January 19, 1979, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 62 at Page 32, and according to that certain plat of Bellingham Subdivision, Section IV, prepared by Piedmont Engineers, Architects and Planners, dated May 14, 1976, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 5P at Page 48, and having according to the aforesaid plats the following metes and bounds:

Beginning at an iron pin on the right-of-way for Beaverdell Court and running thence with the right-of-way for Beaverdell Court N. 11°-54' E. 45' to an iron pin, thence with the joint sideline of Lot 62 and Lot 61, N. 86°-55' E. 108.08' to an iron pin at the joint rear corner of Lots 62 and 61, thence S. 26°-10' E. 22' to a point, thence S. 37°-19' E. 71.3' to an iron pin, thence S. 37°-23' E. 18.5' to an iron pin, thence S. 48°-45' W. 69.55' to an iron pin at the joint rear corner of Lots 62 and 63; thence with the joint sidelines of Lots 62 and 63, N. 56°-13' W. 155.14' to the point of beginning.

Derivation: Deed of Bellingham, Inc. dated Jan. 26, 1979, recorded Jan. 26, 1979 in Deed Book 1706 at Page 57.

DOCUMENTARY STAMP TAX 16.16

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which has the address of 113 Beaverdell Court Simpsonville S.C. 29681 (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 seized 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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