

FILED
GREENVILLE CO. S. C.

MORTGAGE

BOOK 1446 PAGE 878

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DANNIE STANKERSLEY

THIS MORTGAGE is made this 10th day of October, 1978, between the Mortgagor, Kenneth R. Patterson and Mary Joan Patterson (herein "Borrower"), and the Mortgagee, UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF FOUNTAIN INN, a corporation organized and existing under the laws of the United States of America, whose address is 201 Trade Street, Fountain Inn, S. C. 29644 (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of Forty-two Thousand and No/100 (\$42,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 10, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 1, 2008.

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 tract of land situate, lying and being in the State of South Carolina, County of Greenville, lying north of McKinney Road containing 9.36 acres and having been recorded in the RMC Office for Greenville County in Plat Book 6-E at page 99 the following metes and bounds, to-wit: BEGINNING at a spike in the center of McKinney Road at the corner of property now or formerly owned by Alvin and Florida Sullivan and running thence with the center of McKinney Road S. 41-02 E. 15.55 feet to an iron pin; thence continuing with said road S. 33-01 E. 20.63 feet to a nail and cap at the corner of the Arthur D. Fleming Estate and running thence N. 5-13 E. 420.6 feet to an iron pin; thence N. 5-31 E. 335.6 feet to an iron pin; thence N. 68-15 E. 862.2 feet to an iron pin at the corner of Earl T. Baughman property; thence with his line and continuing with the line of property of Gordon W. and Mary W. Kay N. 46-44 W. 207.44 feet to an old iron pin; thence N. 49-06 W. 767.56 feet to an old iron pin in the line of Archie M. Thackston property; thence with the line of said property and property of Estelle Knight S. 5-33 W. 1302.3 feet to an iron pin; thence with the line of property of Alvin and Florida Sullivan S. 5-13 W. 393.6 feet to a spike in McKinney Road, the point of BEGINNING. LESS, HOWEVER, all that certain piece, parcel or tract of land in Greenville County, State of S. C. being shown on plat of property of Kenneth R. and Mary J. Patterson surveyed for Samuel J. and Linda M. Poole, prepared by J. W. Eaton, Jr., R.L.S., dated May 27, 1978, and having according to said plat, the following metes and bounds, to-wit: BEGINNING at an iron pin (found) which iron pin is located at the joint corner of 1.44 acre tract and 1.49 acre tract conveyed to Samuel J. and Linda M. Poole by Glenn Fleming, et al, and running thence with the joint line of subject property and 1.49 acre tract referred to above S. 68-15 W. 221.0 feet to a point; thence N. 10-41 E. 237.2 feet to an iron pin; thence S. 49-06 E. 13.6 feet to an iron pin (found); thence S. 46-44 E. 207.4 feet to an iron pin (found) the beginning corner, containing, according to said plat, 0.51 acres more or less. This being a portion of the same property conveyed to the Mortgagors herein by deed of Roy Fleming, et al, dated August 31, 1977 recorded October 11, 1977 in Deed Volume 1066 at page 539.

which has the address of Rt. 4, McKinney Road, Simpsonville (City), SC 29681 (State and Zip Code) (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 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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