SEP 9 4 42 PH '82

## **MORTGAGE**

600(1580 AME 73 cn#\_78038856

BONNIE S TANKERSLEY

THIS MORTGAGE is made this.

3rd day of September...,
19.82, between the Mortgagor, Carl. D. Whitmer., Jr. and Virginia W. Whitmer.

(herein "Borrower"), and the Mortgagee, (herein "Borrower"), a corporation organized and existing under the laws of South Carolina , whose address is ...

5900 Fain Boulevard - P.O. Box 10636 - Charleston, South Carolina 29411 (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 westernside of Southland Avenue, and having according to a plat entitled Property of Southland Co., A partnership, dated April 4, 1978 and revised April 5, 1978, prepared in Plat Book 6-H, at page 38, in the following metes and bounds, to-wit:

Beginning at an iron pin on the western side of Southland Avenue at the joint front corner of the premises herein described and property now or formerly of J. P. Thompson, Jr. and running thence with the line of property now or formerly of J. P. Thompson, Jr. S 63-35 W 196 feet to an iron pin in the line of property now or formerly of McDaniel Heights Apartment Corp. at the joint rear corner of Lot No. 1 and property now or formerly of J. P. Thompson, Jr.; thence with the line of property now or formerly of McDaniel Heights Apartment Corp. N 26-29 W 69.94 feet to an iron pin at the joint rear corner of Lots Nos. 1 and 2; thence with the line of Lot No. 2 N 64-10 E 196.83 feet to an iron pin on the western side of Southland Avenue at the joint front corner of Lots Nos. 1 and 2; thence with the western side of Southland Avenue S 25-50 E 67.89 feet to the point of beginning.

Being the same property conveyed to Mortgagor herein by deed of First Carolina Development Corporation dated August 14, 1980 and recorded August 15, 1980 in Mortgage Book 1131 at page 362.

DOCUMENTARY STAMP A R D D ST

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which has the address of ..... Southland Avenue ..... Greenville .... (Street) (City)

S. C. 29601 (herein "Property Address");
[State and Zip Code]

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.

SOUTH CARDLINA-1 to 4 Family-6/75-FNMA/FHLMC UNIFORM INSTRUMENT ENCO-75

43740-0 SAF Systems and Forms

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See Season