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DONNE THE ERSLEY

V

First Federal Savings and Loan Association of Greenville P. O. Box 408

Greenville, South Carolina 29602

## **MORTGAGE**

THIS MORTGAGE is made this \_\_\_\_\_\_\_\_, day of \_\_\_\_\_\_\_, 19\_\_\_80 between the Mortgagor, John Calvin Whitesides Jr. and Patricia I \_\_\_\_\_\_, Whitesides \_\_\_\_\_\_\_\_, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of <u>seventeen thousand</u> <u>five hundred and no/100</u> <u>Dollars, which indebtedness is evidenced by Borrower's note dated <u>October 10, 1980</u> , (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on <u>November 1, 1990</u>....;</u>

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 <u>Greenville</u>, State of South Carolina:

All that piece, parcel, or lot of land situate, lying and being in Greenville County, State of South Carolin, shown and designated as Lot 28, Mountainbrooke Subdivision, plat of which is recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4-R at Page 47, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the easterly side of Candlewyck Lane and the joint front corner of Lots Nos. 28 and 29 and running thence with th joint line of said Lots, N. 45-35-40 E. 111.69 feet; thence S. 75-00 E. 50 feet to an iron pin; thence S. 2-26W. 245 feet to an iron pin on Candlewyck Lane; thence along Canglewyck Lane, a radiu of 175.54, 85-79 feet to a point: thence along the curve of Candlewyck Lane, the chord of which is N. 27-30 W. 100.22 feet to a point; thence along the curve of Candlewyck Lane, a radius of 519.54, 31.01 feet to the point of beginning.

Derivation: This being the same property conveyed to the mortgagor by Deed of Employee Transfer Corporation and dated 7-18-77 and recorded in R.M.C. Office of Greenville County Greenville, South Carolina on 7-22-77 in Book # 1060 Page #984.

This is a second Mortgage and is Junior in Lien to that mortgage excuted by John Calvin Whiteside, Jr and Patricia I. Whiteside to Collateral Investment Company and Dated 7-18-77 and recorded in R.M.C. Office for Greenville County Greenville South Carolina on 7-22-77 in Book #1404 Page #783.

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Greenville

which has the address of 4955 Candlewyck Lane
(Street)

S. C. 29615 (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.

SOUTH CAROLINA - 1 to 4 Family-6 75-FNMA/FHLMC UNIFORM INSTRUMENT (with amendment adding Pars. 24)

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