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E-FILED IN GREENVILLE COUNTY, SC

Timothy J. Murray

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE TNC }

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Jason Michael Walker and Sarah E. Walker

in the State aforesaid, herein called the **MORTGAGOR**,

SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted to

Melmoth S. Patterson and Dianne A. Patterson, Co-Trustees of Melmoth S.
Patterson Revocable Trust U/A Dated March 23, 1999

942 W. Main St, Laurens SC 29360

herein called the **MORTGAGEE**, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Forty Thousand and 00/100 Dollars

(\$40,000.00)

NOW, KNOW ALL MEN, that the Mortgagor, in consideration of the aforesaid debt and in order to secure the payment thereof, of any renewals or extensions thereof, and of any future advances made hereunder, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee the following described property:

All that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Greenville, and being shown and designated as Lot No. 38, containing 2.44 acres, more or less, Glassy Mountain I, according to plat of C. E. Shehan Surveying, of record in the Office of the Register of Deeds for Greenville County, SC in Plat Book 17-Y at Page 90, reference to which is hereby made for a more complete and accurate description.

This is the same property conveyed to Melmoth S. Patterson and Dianne A. Patterson, Co-Trustees of the Melmoth S Patterson Revocable Trust U/A Dated March 23, 1999 by deed of Jeffrey A. Shotwell and Roni G. Shotwell recorded January 18, 2019 in Deed Book 2557, page 1045, in the Office of the Register of Deeds for Greenville County.

This property is conveyed subject to any and all existing rights-of-way for roads, utilities and other easements that may appear of record and/or on the premises, including Restrictions

governing this property of record in Deed Book 1399, page 637 in the office of the RMC for Greenville County, SC.??

This is the same property conveyed to Jason Michael Walker and Sarah E. Walker by deed of Melmoth S. Patterson and Dianne A. Patterson, Co-Trustees of Melmoth S. Paterson Revocable Trust U/A Dated March 23, 1999 of even date and recorded herewith.

TOGETHER with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing and lighting fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagee, its successors or heirs (as the case may be) and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute (or such other estate, if any, as herein stated), and that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever except as herein otherwise recited. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:

1. He will promptly pay the principal of and interest on the indebtedness evidenced by the said note at the times and in the manner therein provided.
2. He will keep the improvements now existing or hereafter erected on the premises insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in an amount at least as great as the outstanding balance due the Mortgagee hereunder, and, except where other provisions satisfactory to the Mortgagee have been made for the payment of the premiums therefor, will pay promptly when due the premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In the event of loss the Mortgagor shall give immediate notice in mail to the Mortgagee, who may make proof of loss if not made promptly by the Mortgagor. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly. The insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event of foreclosure of this mortgage, or other transfer of title to the premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.
3. In the event the ownership of the said premises or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor in interest, with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagor, and may forbear to sue or may extend time for payment of the debt without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt.
4. He will pay when due all taxes, assessments, utility charges, and other governmental charges for which other provision satisfactory to the Mortgagee has not been made, and upon request of the Mortgagee will promptly exhibit to the Mortgagee the official receipts therefor; and in default thereof, the Mortgagee may advance and pay the same, whereupon such advancements shall become a part of the principal debt secured hereby and shall draw interest accordingly.
5. He will keep the premises, including all improvements now existing or hereafter erected thereon, in good condition and repair, without waste, and should he fail to do so, the Mortgagee may, at its option, enter upon the premises, make whatever repairs the Mortgagee in its sole and absolute discretion shall deem necessary or desirable to protect the security, and advance and pay the cost thereof.
6. He hereby assigns to the Mortgagee all rents, issues, and profits of the premises from and after any default hereunder, and should any legal proceedings be instituted pursuant to this mortgage, then the Mortgagee shall have the right to have a receiver appointed of the rents, issues, and profits, who, after deducting all charges and expenses attending such proceedings and the execution of his trust as receiver, shall apply the residue of the rents, issues, and profits toward the payment of the debt secured hereby.
7. This mortgage shall secure the Mortgagee for the payment of such sums as may be advanced hereafter by the Mortgagee, at the option of the Mortgagee, pursuant to the covenants herein, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes authorized hereunder.
8. If all or any part of the property or an interest therein becomes vested in any other person than the Mortgagor without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of the

Mortgagor or (d) the grant of any leasehold interest not exceeding one year and not containing an option to purchase, Mortgagee may at Mortgagee's option, declare all the sums secured by this mortgage to be immediately due and payable.

9. Should this mortgage be foreclosed and should Mortgagee seek a deficiency judgment against Mortgagor, Mortgagor hereby expressly waives and relinquishes any appraisal rights which Mortgagor may have under Section 29-3-680, et seq., South Carolina Code of Laws (1976) as amended to date hereof and from time to time hereafter or any similar state or federal legislation.

It is agreed that the Mortgagor shall hold and enjoy the said premises until there is a default under this mortgage or the note secured hereby. It is the true intent of the parties and meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of this mortgage, and of the note secured hereby, then this mortgage shall be utterly null and void; otherwise to remain in full force and effect. If there is a default in any of the terms, conditions, or covenants of this mortgage, or the note secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable and this mortgage may be foreclosed. Should any legal proceeding be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party to any suit involving this mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of an attorney for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as part of the debt secured hereby, and may be recovered and collected hereunder.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, personal representatives, executors, administrators, successors and assigns of the parties hereto. Whenever used herein and applicable, the use of the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all other genders.

WITNESS the Mortgagor's hand(s) and seal(s) this 18th day of September, 2020.

Signed, Sealed and Delivered in the presence of:



 (SEAL)
Jason Michael Walker



 (SEAL)
Sarah E. Walker

-----ACKNOWLEDGEMENT-----

STATE OF SOUTH CAROLINA
COUNTY OF LAURENS

I, Allen M. Wham, a notary public do hereby certify that Jason Michael Walker and Sarah E. Walker personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 18th day of September, 2020.

 (SEAL)

Notary Public for South Carolina
My commission expires: 2/14/28

