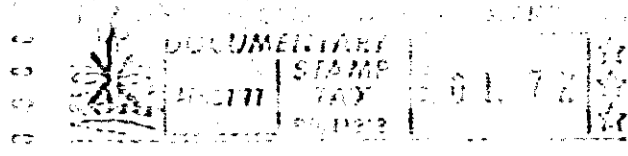


GREENVILLE CO. S. C.

APR 27 3 47 PM 1977 REC 1395 P. 835



DONOR: M. OSTENDORFF

MORTGAGEE'S ADDRESS:

GUARDIAN FIDELITY CORPORATION
39 Broad Street
Charleston, SC

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

REAL ESTATE MORTGAGE

WHEREAS, Marian M. Ostendorff, hereinafter designated as the mortgagor, whether one or more, is justly indebted to GUARDIAN FIDELITY CORPORATION, hereinafter called the mortgagee, and has made and delivered to said mortgagee a certain promissory note in writing bearing even date herewith, and has thereby promised to pay to the order of the mortgagee the sum of FOUR THOUSAND TWO HUNDRED NINETY SIX AND NO/100 (\$ 4,296.00) Dollars, payable in Forty eight (48) monthly installments of Eighty nine and 50/100 (\$89.50) Dollars each, commencing on the 25th day of May, 1977 and payable on the 25th day of each month thereafter, all of which will more fully appear by reference thereto, said note being made a part of this mortgage to the same extent as if it were set out in full herein.

day of
each
month
there-
after

WHEREAS, it is contemplated by and between the mortgagor and mortgagee that additional advances or loans may be made by the mortgagee to the mortgagor, from time to time, at the option of the mortgagee, which additional advances or loans shall be evidenced by a note or notes of the mortgagor bearing such rate of interest and with such payment and maturity dates as may be agreed upon hereafter.

WHEREAS, this mortgage secures the above described note and any renewals, reamortizations, extensions, deferments or other rearrangements thereof, and shall also secure all future advances that may be made subsequently by the mortgagee to the mortgagor and any note or notes of the mortgagor given to secure such future advances or loans, and any renewals, reamortizations, extensions, deferments or other rearrangements thereof, the maximum amount of all existing indebtedness and all additional advances or loans not to exceed TEN THOUSAND AND NO/100 (\$10,000.00) plus interest thereon, attorney's fees, court costs, and any advances made by the mortgagee for protection of the security or title thereto, such as, but not limited to advances for insurance premiums and taxes, all of which are secured by this mortgage, PROVIDED, HOWEVER, that nothing herein contained shall require the mortgagee to grant any renewal, extension, reamortization, deferment or other rearrangement of any note herein referred to, or to make any additional or future advances or loans to the mortgagor.

NOW KNOW ALL MEN BY THESE PRESENTS, that the mortgagor, in consideration of the indebtedness owed to GUARDIAN FIDELITY CORPORATION, as evidenced by the above described promissory note, and for better securing the payment thereof to the mortgagee, according to the terms of said note, and the performance of the conditions and covenants herein contained, and to secure any additional or future advances or loans made by the mortgagee to the mortgagor, as referred to above, and also in consideration of the sum of Three (\$3.00) dollars to the mortgagor in hand paid by the mortgagee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the mortgagee, its successors and assigns:

All that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon situate, lying and being in the State of South Carolina, County of Greenville, City of Greenville, on the western side of Arbutus Trail, being Lots 44 and 45 and a part of lot 43 of Section A as shown on plat of Elletson Acres recorded in Plat Book EE at Page 161, and described as follows:

BEGINNING at an iron pin on the western side of Arbutus Trail, at the corner of lot 46, and running thence with the western side of said Trail, S. 63-10 W. 41 feet, S. 34-29 W. 60.80 feet and S. 16-29 W. 97 feet to an iron pin; thence N. 72-26 W. 154.7 feet to an iron pin in the center of the branch; thence with the center of the branch as the line, the traverses of which are: N. 16-56 W. 100 feet, N. 28-09 E. 100 feet and N. 77-57 E. 185 feet to corner of lot 46; thence with the line of said lot, passing an iron pin on the bank, S. 16-00 E. 138.7 feet to the beginning corner.

Being the same property conveyed to the mortgagor by deed of Edward M. Ostendorff dated March 15, 1963 and recorded in the RMC Office for Greenville County, S. C. in Deed Book 718 at Page 302.

This mortgage is junior in lien to a certain prior mortgage executed by the mortgagor in favor of Fidelity Federal Savings & Loan Association in the original sum of \$26,000.00 recorded on March 15, 1963 in REM Volume 916 at Page 246, upon which there is presently due a balance of \$15,673.51.

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