

Suite 1506, Mercantile Bank Trust Bldg, 2 Hopkins Plaza, Baltimore, Maryland 21201

MORTGAGE OF REAL ESTATE Prepared by Timothy H. Farr, Attorney at Law, 210 West Stone Ave., Greenville, S. C. 29609

BOOK 1427 PAGE 919

FILED

STATE OF SOUTH CAROLINA GREENVILLE CO. S. C.
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

4 2 10 PM '78
DONNIE S. TANKERSLEY
R.H.C.

WHEREAS, Edward Louis Schwartz and Linda Lea Schwartz

(hereinafter referred to as Mortgagor) is well and truly indebted unto Mercantile - Safe Deposit and Trust Company, a Maryland banking corporation

dated May 4, 1976

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note ~~dated May 4, 1976~~, the terms of which are incorporated herein by reference. ~~in the sum of~~ having a balance of Twenty-Two Thousand Nine Hundred Seven Dollars and Eighty-Eight Cents

Dollars (\$ 22,907.88) due and payable

with interest thereon from March 7, 1978 at the rate of ten (10) per centum per annum, to be paid: on or before September 1, 1978

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, 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, on the southern side of Gray Fox Square, being known and designated as Lot 41 as shown on plat entitled "Gray Fox Run", prepared by C.O. Riddle, dated January 2, 1976, revised March 4, 1976, recorded in the RMC Office for Greenville County in Plat Book 5-P, at Page 9, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southern side of Gray Fox Square at the joint front corner of Lots 41 and 42 and running thence with the line of Lot 42 S. 5-57 E. 137.6 feet to an iron pin in line of property now or formerly of Tom Hammond; thence with the line of said Hammond Property S. 82-57 W. 91.2 feet to an iron pin in the line of Lot 39; thence with the line of Lot 39 N. 22-31 W. 47.9 feet to an iron pin in the line of Lot 40; thence with the line of Lot 40 N. 2-36 E. 105 feet to an iron pin on the Southern side of Gray Fox Square; thence with the Southern side of Gray Fox Square S. 87-24 E. 49.4 feet to an iron pin; thence continuing the Southern side of Gray Fox Square N. 88-22 E. 40.5 feet to the point of beginning.

DERIVATION: This being the same property conveyed to the Mortgagor herein by deed of Bob Maxwell Builders, Inc. as recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1068, at Page 215, on November 9, 1977.

This mortgage is second and junior in lien to that certain mortgage given to Fidelity Federal Savings and Loan Association as recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1367, Page 394 on May 12, 1976.

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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