

FILED
GREENVILLE CO. S. C.

BOOK 1437 PAGE 315

First Mortgage on Real Estate

JUL 5 3 45 PM '78

BONNIE S.T. MORTGAGE
R.M.C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN: JAMES G. OSBORN and SHIRLEY W. OSBORN

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, GREENVILLE, S. C., (hereinafter referred to as Mortgagee) in the sum of Forty One Thousand Seven Hundred Fifty and NO/100 - - - - - DOLLARS

(\$ 41,750.00), as evidenced by the Mortgagor's note of even date, bearing interest as stated in said note, and payable as therein stated or as modified by mutual agreement, in writing, the final maturity of which is 30 years after the date hereof, unless extended by mutual consent, the terms of said note and any agreement modifying it are incorporated herein by reference; and

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced to or for the Mortgagor's account, including advances made by the Mortgagee on other or no security:

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, at the southwestern corner of Braddock Drive and Kensington Road near the Town of Taylors, being shown as Lot 128 on plat of Brook Glenn Gardens recorded in Plat Book JJJ at Page 85, and more fully described as follows:

BEGINNING at an iron pin on the southwestern corner of Kensington Road and Braddock Drive and running thence with the western side of Kensington Road, S. 19-30 W. 186 feet to an iron pin at corner of Lot 127; thence with line of said lot, N. 59-8 W. 70.9 feet to an iron pin at corner of Lot 126; thence with line of said lot, N. 29-43 W. 110 feet to an iron pin at corner of Lot 129; thence with line of said lot, N. 65-11 E. 174.9 feet to an iron pin on the southern side of Braddock Drive; thence with the curve of the intersection of Braddock Drive and Kensington Road, the chord of which is S. 32-18 E. 35.2 feet to the beginning corner.

THIS is the identical property conveyed to the Mortgagor by Deed of Lewis R. Vaughn being recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book _____ at Page _____, on July 5, 1978.

THE MORTGAGEE'S ADDRESS IS: P. O. Box 1268
Greenville, South Carolina

"IN addition to and together with the monthly payments of principal and interest under the terms of the Note secured hereby, the mortgagor promises to pay to the mortgagee a monthly premium necessary to carry private mortgage guaranty insurance until the principal balance reaches 80% of the original sales price or appraisal, whichever is less. The estimated monthly premium for the first nine years will be .02% of the original amount of the loan. The estimated monthly premium for each year thereafter will be .01% of the original principal balance of this loan. The mortgagee may advance this premium and collect it as part of the debt secured by the mortgage if the mortgagor fails to pay it."

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

0315

4328 RV-2