

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Johnny W. Osteen, Jr. a/k/a Johnny W. Osteen, and Rachael G. Osteen
(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of
Fifteen Thousand and 00/100 - - - - - Dollars (\$15,000.00) due and payable
208 days from date hereof

with interest thereon from date at the rate of 9% per centum per annum, to be billed semi-annually.

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, his 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, near the City of Greenville, on the northern side of Edgemont Avenue, being known and designated as Lot No. 99 on a plat of Westwood Terrace, formerly Cedar Lane Gardens, plat of which is recorded in the RMC Office for Greenville County in Plat Book GG, at Page 139, said lot having such metes and bounds as shown thereon.

This is the same property conveyed to the mortgagors herein by deed of the Master in Equity for Greenville County dated May 19, 1972, as recorded in the RMC Office for Greenville County, S.C., in Deed Book 944, at Page 48.

ALSO:

ALL that certain piece, parcel or tract of land with all improvements thereon lying, being and situate in the Town of Greenville, State of South Carolina, containing .31 acres according to plat made for heirs of Belton Sims, Jr., by J. C. Hill, dated January 14, 1960, and recorded in the RMC Office for Greenville County in Plat Book TT, at Page 174, and, according to said plat, being more particularly described as follows:

BEGINNING at an iron pin on the eastern side of Markley Street 30 feet from the center of Southern Railroad track, joint front corner with Bruce Oil Company, and running thence along Bruce Oil Company line, N. 51-50 E. 112.9 feet to iron pin; thence, N. 64 W. 257 feet to iron pin; thence, S. 50-30 W. 6 feet to iron pin; thence, S. 40 E. 231 feet to iron pin, being the point of beginning.

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This is the same property conveyed to the mortgagor, Johnny W. Osteen, Jr., herein by deed of Mamie H. Sims and Broadus C. Sims dated January 10, 1977, and recorded in the RMC Office for Greenville County, S.C., in Deed Book 1050, at Page 161.

This mortgage is junior and inferior to a mortgage on the first described property in favor of the Veterans Administration, recorded in the RMC Office for Greenville County in R.E.M. Book 815, Page 459; and junior and inferior to a first mortgage on the second parcel in favor of Henry P. Sims and Mamie Sims recorded in the RMC Office for Greenville County in R.E.M. Book 1388, page 25.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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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