

REAL ESTATE MORTGAGE

BOOK 1544 PAGE 405

STATE OF SOUTH CAROLINA )
COUNTY OF GREENVILLE )

O. S. C.
JUN 17 4 41 PM '81
SHERSLEY

MORTGAGOR(S)/BORROWER(S)
John P. Moore, III and Cynthia G. Moore
126 Buist Avenue
Greenville, South Carolina

MORTGAGEE/LENDER
Sunamerica Financial Corporation
33 Villa Road, Suite 201
Greenville, South Carolina 29606

Account Number(s) 40364-2

Amount Financed \$9,277.83 Total Note \$16,380.00

KNOW ALL MEN BY THESE PRESENTS, that the said Borrower, in consideration of the debt referred to by the account number(s) and amount financed above, and of the sum of money advanced thereunder, which indebtedness is evidenced by Borrower's note bearing the date 10th day of June, 1981, providing for installment payments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 17th day of June, 1988; and in the further consideration of (1) all existing indebtedness of Borrower to Lender (including, but not limited to, the above-described advances), evidenced by promissory notes and all renewals and extensions thereof, (2) all future advances that may subsequently be made to Borrower by Lender, to be evidenced by promissory notes, and all renewals and extensions thereof, and (3) all other indebtedness of Borrower to Lender now due or to become due or hereafter contracted, the maximum principal amount of all existing indebtedness, future advances, and all other indebtedness outstanding at any time not to exceed Fifty thousand and no/100 Dollars (\$50,000.00), plus interest thereon, attorney's fees and court costs, with interest as provided in said note(s), and costs including a reasonable attorney's fee of not less than fifteen per centum of the total amount due thereon and charges as provided in said note(s) and herein, the undersigned Borrower does hereby mortgage, grant and convey to Lender, and by these presents does hereby grant, bargain, sell, convey and mortgage, in fee simple, unto Lender, its successors and assigns the following described property:

ALL that certain piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, on the north side of Buist Avenue, and known and designated as a portion of Lots 20 and 21 of Oakland Heights, plat of which is recorded in the RMC Office for Greenville County, S.C. in Plats Book F at Page 204 and having, according to a more recent plat prepared for Richard A. Rozell and Belinda Ann Mershon, the following metes and bounds, to-wit:

BEGINNING at a point 617 feet west of the intersection of Buist Avenue and Townes Street and running thence with the edge of Buist Avenue N. 80-15 W. 66 feet to an iron pin in the approximate middle of Lot 20; thence N. 9-45 E. 170.5 feet to an iron pin on an alley; thence with the edge of said alley S. 80-15 E. 66 feet to an iron pin; thence S. 9-45 W. 170.5 feet to an iron pin on Buist Avenue, the beginning point.

ALSO: All of my right, title and interest in and to that certain Agreement for Joint Driveway dated July 20, 1977, to be recorded in the RMC Office for Greenville County, S.C. simultaneous herewith.

This conveyance is made subject to any and all existing reservations, easements, rights of way, zoning ordinances and restrictions or protective covenants that may appear of record, on the recorded plat(s) or on the premises.

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together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, water stock and all fixtures now or hereafter attached to the property, all of which, including replacements or additions thereto, shall be deemed to be and remain a part of the property covered by this mortgage; and all of the foregoing, together with said property (or the leasehold estate if

this mortgage is on a leasehold), are referred to as the "property". DERIVATION: Title passed from

Richard A. Rozell and Belinda Ann Mershon

to the Borrower by deed, recorded June 17, 1981,

in the Office of the RMC

for Greenville County in Deed Book

at Page

TO HAVE AND TO HOLD, all and singular, the said property unto Lender and Lender's successors and assigns, forever.

Borrower covenants that he is lawfully seized of the premises herein above described in fee simple absolute (or such other estate, if any, as is stated hereinbefore), that he has good, right and lawful authority to sell, convey, mortgage or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever except: (If none, so state.)

Carolina National Mortgage Investment Company

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