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RSLEY

# MORTGAGE

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THIS MORTGAGE is made this 15th day of July, 1981, between the Mortgagor, MERRILL J. OSBORNE AND SARA N. OSBORNE (herein "Borrower"), and the Mortgagee, FIRST NATIONAL BANK OF SOUTH CAROLINA, a corporation organized and existing under the laws of the State of South Carolina, whose address is P. O. Box 225, Columbia, South Carolina 29202 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-two Thousand and No/100 (\$42,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 15, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 1, 2011

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

All that piece, parcel or lot of land situate, lying and being on the Eastern side of Parkins Mill Road, in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as a portion of Lot No. 2 as shown on a plat of the Property of the Estate of Tully P. Babb, dated August, 1954, prepared by Dalton & Neves, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book QQ at pages 162 and 163, and having, according to a more recent plat dated July 7, 1981, prepared by Freeland & Associates, entitled "Property of Merrill J. Osborne and Sara N. Osborne", and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book Q-S at page 10, the following metes and bounds:

BEGINNING at an iron pin on the Eastern side of Parkins Mill Road at the joint front corner of Lots Nos. 1 and 2 as shown on the first plat referred to hereinabove, and running thence with the Eastern edge of the right of way for Parkins Mill Road, the following courses and distances: N. 2-13 E. 70 feet to an iron pin, thence N. 8-31 W. 80 feet to an iron pin at the joint front corner of Lots Nos. 2 and 3; thence a new line through Lot No. 2 S. 77-50 E. 260.7 feet to an iron pin in the rear line of Lot No. 109; thence with the rear line of Lots Nos. 109 and 110 S. 4-52 E. 135 feet to an iron pin at the joint rear corner of Lots Nos. 1 and 2; thence with the line of Lot No. 1 N. 80-58 W. 260.5 feet to the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of Caroline B. Cottingham, dated July 15, 1981, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1151 at page 127, on July 15, 1981.



which has the address of 1041 Parkins Mill Road, Greenville  
[Street] [City]  
South Carolina 29607 (herein "Property Address");  
[State and Zip Code]

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, 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, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and 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 herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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