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CO. S. C.

BOOK 1567 PAGE 479

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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**MORTGAGE
OF
REAL PROPERTY**

THIS MORTGAGE, executed the 1 day of April 19 82 by Jerry A. Oswald and Nancy A. Oswald (hereinafter referred to as "Mortgagor") to First National Bank of South Carolina (hereinafter referred to as "Mortgagee") whose address is P. O. Box 2568, Greenville, South Carolina 29602

WITNESSETH:

IN CONSIDERATION of the sum of Three Dollars (\$3.00) paid to Mortgagor by Mortgagee and in order to secure the payment of a promissory note including any renewal, extension or modification thereof (hereinafter referred to as the "Note"), dated April 1, 1982 to Mortgagee for the principal amount of Twenty-Four Thousand Thirty-Eight & 53/100 Dollars, plus interest thereon and costs of collection, including attorneys' fees, and to further secure all future advances or re-advances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note or any renewal, extension or modification thereof or evidenced by any instrument given in substitution for said Note, Mortgagor has granted, bargained, sold and released to Mortgagee and the successors and assigns of Mortgagee, and by this Mortgage does grant, bargain, sell, and release to Mortgagee and the successors and assigns of Mortgagee, all the following real property (hereinafter referred to as the "Property"):

ALL that certain piece, parcel or lot of land with the buildings and improvements thereon, lying and being on the southerly side of Sugar Creek Lane, near the City of Greenville, South Carolina, being known and designated as Lot No. 9 on plat entitled "Map 7, Sugar Creek" as recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 7C at Page 15 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly side of Sugar Creek Lane, said pin being the joint front corner of Lots 9 and 10 and running thence with the southerly side of Sugar Creek Lane S. 85-25-31 E. 90 feet to an iron pin, the joint front corner of Lots 8 and 9; thence with the common line of said lots S. 8-15-29 W. 150 feet to an iron pin, the joint rear corner of Lots 8 and 9; thence S. 75-28 W. 73.22 feet to an iron pin, the joint rear corner of Lots 9 and 10; thence with the common line of said lots N. 0-53-29 E. 174.02 feet to an iron pin, the point of beginning.

This is the same property conveyed to Mortgagors herein by Deed of Cothran & Darby Builders, Inc., dated April 29, 1980 and recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 1124 at Page 786, on April 29, 1980.

This Mortgage is subordinate to and junior in lien to that certain Note and Mortgage given by the Mortgagors herein to Carolina National Mortgage Investment Co., Inc., in the principal amount of \$80,000.00 dated April 29, 1980 and recorded in the R.M.C. Office for Greenville County, SC in Mortgage Book 1503 at Page 131, on May 14, 1980, and assigned to Life Insurance Company of Georgia by assignment recorded March 10, 1981, in the R.M.C. Office for Greenville County, SC in Mortgage Book 1534 at Page 625.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
APR-7 1982 TAX 99.64
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TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto):

TO HAVE AND TO HOLD all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee forever.

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted

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