

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

REC'D
S. C.
APR 12 1982
RSL

BOOK 1567 PAGE 714

**MORTGAGE
OF
REAL PROPERTY**

THIS MORTGAGE, executed the 12 day of April, 19 82, by Fred M. Martin, Jr. and Barbara T. Martin (hereinafter referred to as "Mortgagor") to First National Bank of South Carolina (hereinafter referred to as "Mortgagee") whose address is Post Office Box 2568, Greenville, South Carolina 29602

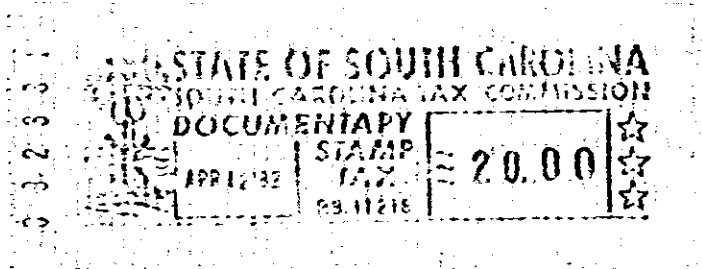
WITNESSETH:

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 12, 1982 Mortgagee for the principal amount of Fifty thousand (\$50,000.00) 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 all improvements thereon situate, lying and being in Butler Township, County of Greenville, State of South Carolina, and being known and designated as Lot 9 as shown on a plat of Oak Meadows made Freeland and Associates dated August 24, 1978 and recorded in the RMC Office for Greenville County in Plat Book 6V at Page 11, said lot comprising 5.70 acres, more or less, reference being had to said plat for a more complete metes and bounds description.

This mortgage also includes an undivided one-eighteenth (1/18) interest in and to that certain unnamed road as shown on the above referenced plat made by Freeland and Associates but as modified by agreement of the lot owners of Oak Meadows Development, said road leading into the development known as Oak Meadows and providing access to each lot therein.

The above described property is the same acquired by the mortgagors by deed from Fred M. Martin and Christine C. Martin dated March 17, 1982 and recorded in the RMC Office for Greenville County on March 19, 1982 in Deed Book 1164 at Page 98.



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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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