

11 ROCKMONT RD GREENVILLE SC

MORTGAGE OF REAL ESTATE

BOOK 1574 PAGE 524

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

S. C.

MORTGAGE OF REAL ESTATE

3 12 PM '82

TO ALL WHOM THESE PRESENTS MAY CONCERN:

JOHN V. C. WELLER

WHEREAS, Charles A Joss and Janice Joss

(hereinafter referred to as Mortgagor) is well and truly indebted unto Yanca M. Rizzitano

(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

Six Thousand

Dollars (\$ 6,000.00 ) due and payable

with interest thereon from even date at the rate of per agreement per centum per annum, to be paid: as per agreement

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, its 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 eastern side of Rockmont Road, and known and designated as Lot No. 149, Section II on a plat of property of Lake Forest, which plat is recorded in the R.M.C. Office for Greenville County in Plat Book GG, Page 77 and having, according to said plat, the following metes and bounds to-wit:

BEGINNING at an iron pin on the eastern side of Rockmont Road at the joint front corner of Lots 149 and 15 and running thence with the line of Lot 150, N 77-03 E 274.8 feet to an iron pin; thence S 13-55 E 154.5 feet to an iron pin; thence S. 33-48 E 26.3 feet; thence S 80-36 W 264.6 feet to an iron pin at the curve of the intersection of Rockmont Road; thence with the curve N 53-45 W 37.6 feet to an iron pin; thence with Rockmont Road N 12-06 W 135 feet to the point of beginning.

ALSO: ALL that piece, parcel or lot of land situate, lying and being on the northern side of a street having no name near the City of Greenville, in the County of Greenville, State of South Carolina and known and designated as a portion of Lot 65 on a plat of McSwain Gardens prepared by C. O. Riddle recorded in the RMC Office for Greenville County in Plat Book 4L, Page 115 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of a street having no name at the joint front corner of property shown as Lake Forest Subdivision and running thence with the line of Lake Forest Subdivision N 33-54 W 26.3 feet to an iron pin; hence N 13-42 W 252.2 feet to an iron pin; thence N 64-45 E 79.2 feet to an iron pin in the center of a branch; thence with the branch as the line in a southeasterly direction 231.2 feet to an iron pin on the northern side of an unnamed road; thence with said road, S 42-15 W 114.8 feet to an iron pin point of beginning.

DERIVATION: This being the same property conveyed to Charles Joss and Janice Joss by deed of John V. C. Weller and Vivien R. Weller as recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1055, Page 839 on May 2, 1977.

This mortgage constitutes a second mortgage on the property.

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