

MORTGAGE

FILE:

THIS MORTGAGE is made this 12th day of August 1982, between the Mortgagor, James W. O'Neal and Peggy G. O'Neal (herein "Borrower"), and the Mortgagee, Charter Mortgage Company, a corporation organized and existing under the laws of the State of Florida, whose address is P.O. Box 2259 Jacksonville, Florida 32232 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Eighty Five Thousand and No/100 (\$85,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 12, 1982 (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 2012;

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, containing 1.45 acres, situate, lying and being on the southern side of Rockport Avenue, in the County of Greenville, State of South Carolina, being shown and designated as Lot No. Nine (9) on plat of Deerfield, Sheet No. 1, prepared by Freeland and Associates, dated January 29, 1981, recorded in Plat Book 8-P at Page 14 and being described more particularly, according to said plat, to-wit:

BEGINNING at an iron pin on the southern side of Rockport Avenue, at the joint front corner of Lots 9 and 10 and running thence along the common line of said lots S. 8-22 W. 317.06 feet to an iron pin at the joint rear corner of said lots; thence N. 81-07 W. 273.92 feet to an iron pin at the joint rear corner of Lots 8 and 9; thence along the common line of said lots N. 21-40 E. 175.25 feet to an iron pin at the joint front corner of said lots on the cul-de-sac of Rockport Avenue; thence along the curvature of said cul-de-sac, the point of which is N. 41-55 E. 50 feet to an iron pin on the southern side of said Avenue; thence continuing along said Avenue, N. 71-55 E. 230 feet to an iron pin, the point of beginning.

This being the same property conveyed to James W. O'Neal by deed of Janice Fant Gilmore and Mae Belle Esco Fant recorded in the RMC Office for Greenville County in Deed Book 1163 at page 123 on March 1, 1982. Peggy G. O'Neal was conveyed a one-half (1/2) undivided interest in the property by deed of James W. O'Neal of even date to be recorded herewith.

which has the address of Lot 9, Rockport Avenue Greer South Carolina (herein "Property Address"); (Street) (City) (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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TO: 10/10/82