

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE S.C.
APR 20 4 10 PM '83
DONNIE S. JONES
R.M.C. MRS. COSBY

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, J. Haywood Cosby and S. J. Jones, R.M.C. MRS. COSBY

(hereinafter referred to as Mortgagor) is well and truly indebted unto Richardson & Newman, A Partnership, with an office at P. O. Box 2348, Greenville, S. C. 29602

(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 Thirty-Eight Thousand Five Hundred and No/100

Dollars (\$ 38,500.00) due and payable

per terms of said wrap-around promissory note

with interest thereon from date at the rate of Twelve per centum per annum, to be paid: per terms of said note.

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:

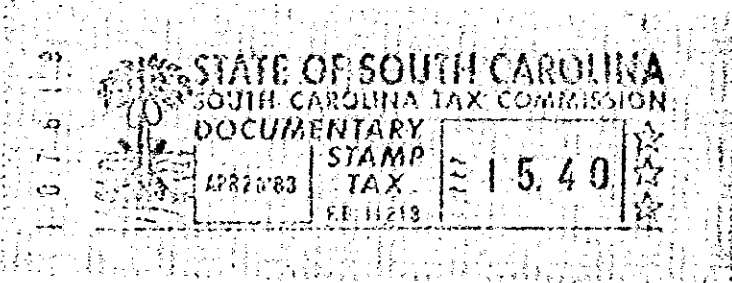
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville

ALL that certain piece, parcel or lot of land, situate, lying and being in Greenville County, State of South Carolina, being known and designated as Lot No. 82, Section 5, of a subdivision known as COLONIAL HILLS, as shown on plat thereof prepared by Piedmont Engineers and Architects, dated October, 1966, recorded in the R.M.C. Office for Greenville County in Plat Book QQQ at Page 21, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Fairford Circle, joint front corner of Lots Nos. 81 and 82, and running thence with the joint line of said lots, N. 88-29 W. 176.2 feet to an iron pin; thence N. 1-16 E. 90.1 feet to an iron pin at the rear corner of Lot No. 83; thence along the line of that lot, S. 88-12 E. 176.5 feet to an iron pin on the western side of Fairford Circle; thence along the western side of Fairford Circle, S. 1-13 W. 90.0 feet to the beginning corner.

This being the same property conveyed unto the Mortgagors by deed of Richardson & Newman, A Partnership, executed and recorded of even date herewith.

This mortgage is junior in priority to that of First Federal Savings & Loan Association recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 1470, at page 403 on June 18, 1979.



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ATTACHED AND INCORPORATED HEREIN IS MORTGAGORS' WRAP-AROUND MORTGAGE RIDER WHICH SHALL BE DEEMED TO AMEND AND SUPPLEMENT THIS MORTGAGE AS IF SAME WAS FULLY SET FORTH HEREIN VERBATIM.

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 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 hereinabove 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.