

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE
WHOM THESE PRESENTS MAY CONCERN

1837-289

FILED
GREENVILLE COUNTY S.C.
NOV 28 10 55 AM '88
JUANNE S. WILSON
R.M.C.

WHEREAS, IRA J. OSMAN

(hereinafter referred to as Mortgagor) is well and truly indebted unto J. CLYDE JONES and MILDRED S. JONES

(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 One Hundred, Thirty-five Thousand, Two Hundred, Five and 67/100-----

Dollars (\$135,205.67) due and payable

ACCORDING TO TERMS OF PROMISSORY NOTE OF EVEN DATE

with interest thereon from _____ date _____ at the rate of Nine (9%) per centum per annum, to be paid: monthly

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, and, according to a plat prepared of said property in February, 1972, by Dalton & Neves Company, Engineers, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4J, at Page 161, having the following courses and distances, to-wit:

BEGINNING at a point on the edge of Easley Bridge Road, which said point is 92.1 feet from the Northeastern intersection of Washington Avenue and Easley Bridge Road, and running thence, N 18-17 W 87.65 feet to an iron pin; thence, N 71-0 E 2.2 feet to an iron pin; thence, N 22-03 W 80 feet to an old iron pin; thence N 71-0 E 95.1 feet to an old pin; thence, S 18-48 E 138 feet to a drill hole; thence, S 33-19 E 30.5 feet to a point on the edge of Easley Bridge Road; thence, running with said road, S 71-0 W 101.2 feet to a point, the point of beginning.

-and-

ALL that piece or parcel of land situate, lying and being in the County of Greenville, State of South Carolina, and being shown as an insert on that certain plat of property of J. Clyde and Mildred S. Jones prepared by Dalton & Neves Company, Engineers, February, 1972, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4J, at Page 161, and, according to said plat, having the following courses and distances, to-wit:

BEGINNING at an iron pin near the joint rear corner of the property of the Grantors herein and Lillie B. Westmoreland and Ed Lawhorn, which said point is 87.65 feet from the Easley Bridge Road and running thence with the said joint property line N. 71-00 E 2.2 feet to an iron pin; thence continuing with the said joint property line N. 22-03 W. 9.6 feet to a point; thence, S. 71-43 W. 1.57 feet to a point; thence, S. 18-17 E. 9.6 feet to an iron pin, the point of beginning.

This conveyance is made subject to all building restrictions, zoning ordinances, easements, and rights-of-way affecting the property.

THIS being the same property conveyed to the mortgagor herein by deed of J. Clyde Jones and Mildred S. Jones, of even date, to be recorded herewith.

THE above mortgage constitutes a valid first lien over said property.

Purchaser shall inform the Seller of any substantial improvements or alterations to be made to the mortgaged property prior to such improvements or alterations being made. Seller reserves the right to reasonably object to any such improvements or alterations that would reduce the market value of the mortgaged property. In the event Seller and

(continued on attached page)

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 whatsoever lawfully claiming the same or any part thereof.

CGT
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RECORDED

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