

MORTGAGE - INDIVIDUAL FORM

GREENVILLE, S. C.

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

FILED
REC'D
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MORTGAGE

BOOK 1532 PAGE 990

MORSELEY MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, VIRGINIA GAYLE MOSELEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto

JAMES T. SULLIVAN

(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 Nine Hundred Seventeen and 20/100ths ----- Dollars (\$ 6,917.20) due and payable

as set forth in said note,

with interest thereon from date at the rate of 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 piece, parcel or lot of land, with all improvements, lying on the northern side of Pinehurst Drive, in the Town of Mauldin, Greenville County, South Carolina, being shown and designated as Lot No. 3 on a plat of PINE VALLEY ESTATES, SECTION ONE, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book MM, page 138, reference to which plat is hereby craved for the metes and bounds thereof.

The above property is the same conveyed to Virginia Gayle Moseley by deed of Charles W. Moseley, Jr., recorded in Deed Book 1137, page 798, on November 24, 1980.

The within mortgage is secondary and junior in lien to a first mortgage given to Fidelity Federal Savings and Loan Association, recorded in Mortgage Book 110, page 383, in the original sum of \$18,900.00, and is also secondary to a mortgage given to United Virginia Mortgage Corporation in the original sum of \$21,002.25, recorded on January 14, 1981 in Mortgage Book 1536, page 38.

The within mortgage and the note which it secures replace and are a substitute for the remaining balance due on that certain note and mortgage given by G & G Investments, a General Partnership, to James T. Sullivan, in the original sum of \$9,000.00, dated July 28, 1981, recorded in Mortgage Book 1548, page 347, which note and mortgage are being discharged and released simultaneously with the execution of the within.

MORTGAGEE'S ADDRESS: Rt. 13, Staunton Bridge Road
Greenville, S. C 29611

STATE OF SOUTH CAROLINA
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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

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