

23 Holmsby Lane
Taylors, S.C.

MORTGAGE OF REAL ESTATE

BOOK 1594 PAGE 744

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE COUNTY S.C.
FILED
FEB 14 3 44 PM '83
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JOSEPH A. MCNIDER AND ANN K. MCNIDER

(hereinafter referred to as Mortgagor) is well and truly indebted unto M. DIANE NORVELL

(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 **Two Thousand Five Hundred and no/100's** Dollars (\$ 2,500.00) due and payable

on February 11, 1984 in the total amount of **Two Thousand Seven Hundred Fifty and no/100's (\$2,750.00) Dollars**

with interest thereon from _____ at the rate of **10%** per centum per annum, to be paid:

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 the County of Greenville, State of South Carolina, being shown as Lot #27 on a Plat of Broadmoore, property of Joseph A. McNider and Ann K. McNider, said Plat being recorded of even date with this instrument, and having such courses and distances as follows:

Beginning at the joint front corner of Lot #27 and #26 on Holmsby Lane and running thence S. 15 - 42 E. 50.20 feet to an iron pin; thence S. 5 - 11 E. 59.94 feet to an iron pin at the joint front corner of Lots #27 and #28; thence S. 85 - 53 W. 139.60 feet to an iron pin; thence N. 33 - 48 W. 65.95 feet to an iron pin; and thence N. 68 - 03 E. 169.20 feet to the point of beginning.

This is the property conveyed to M. Diane Norvell by Deed of William J. Tennant and Ruth E. Tennant recorded in Book 1129 at Page 135 in the R.M.C. Office for Greenville County on July 15th, 1980, and hereby conveyed to the Mortgagors by Deed of M. Diane Norvell dated February 11, 1983, and recorded of even date with this instrument.

This Mortgage is second and junior in nature to that Mortgage given to American Federal Savings and Loan Association dated February 11, 1983, in the amount of Forty-six Thousand and no/100's (\$46,000.00) Dollars.

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 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 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.

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