

FILED
JUL 13 1983

MORTGAGE

BOOK 1315 PAGE 776

THIS MORTGAGE is made this 5th day of July 1983, between the Mortgagor, Gary D. O'Sheal and Ponda L. O'Sheal (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina, (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of U.S. \$ 10,523.24 which indebtedness is evidenced by Borrower's note dated July 5, 1983 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on July 1, 1988

TO SECURE to Lender 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, 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 together with buildings and improvements, situate, lying and being on the Southern side of Bramlett Road in Greenville County, South Carolina, being shown and designated as Lot No. 5 on a Plat of RUSSELL HEIGHTS, made by Campbell & Clarkson Surveyors, Inc., dated January 12, 1970, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4F, page 14, reference to which is hereby craved for the metes and bounds thereof.

The above property is a part of the same conveyed to the Grantor by deed of W. Shell Suber and Margaret Suber Price recorded in Deed Book 867, page 525, and is hereby conveyed subject to rights of way, easements, conditions, public roads and restrictive covenants reserved on plats and other instruments of public record and actually existing on the ground affecting said property.

The Grantees agree to pay Greenville County Property taxes for the tax year 1970 and subsequent years.

Derivation: Lindsey Bldrs. INC., 5-12-1970, Deed Bk 889-584.

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which has the address of Rt. 11, Old Bramlett Road, Greenville, South Carolina 29611 (herein "Property Address");

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 and rents, all of which 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 for the leasehold estate if this Mortgage is on a leasehold are hereinafter 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, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:
1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and

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