

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
OCT 22 4 10 PM '82
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Noel A. P. Kane-Maguire and Constance J. Kane-Maguire,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Sharonview Federal Credit Union, Post Office Box 32414, Charlotte, NC 28232,

(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 Twenty-Six Thousand and No/100 -----

----- Dollars (\$ 26,000.00) due and payable according to the terms and provisions of the note of even date which this mortgage secures,

with interest thereon from date at the rate of 16% per centum per annum, to be paid: semi-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, on the southeastern side of Bexhill Court, being shown and designated as Lot No. 34 on a plat of BUXTON, SHEET 1, made by Piedmont Engineers and Architects, dated November 5, 1970, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4-N, at Page 2, and having, according to said plat, the following metes and bounds, to-wit:

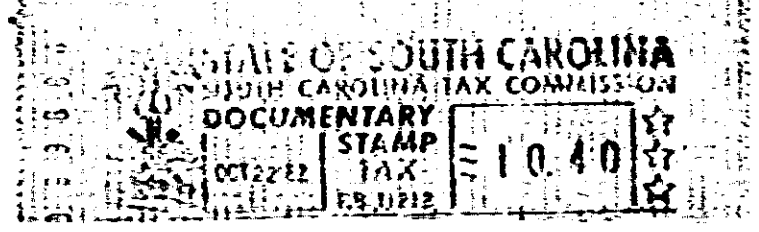
BEGINNING at an iron pin on the southeastern side of Bexhill Court at the joint front corner of Lots Nos. 33 and 34 and running thence with the common line of said lots, S. 59-50 E. 160 feet to an iron pin; thence, N. 33-29 E. 112 feet to an iron pin at the joint rear corner of Lots Nos. 34 and 35; thence with the common line of said lots, N. 67-04 W. 159.8 feet to an iron pin on the southeastern side of Bexhill Court; thence with the southeastern side of Bexhill Court, S. 33-29 W. 120 feet to an iron pin, the point of beginning.

This is the same property conveyed to Noel A. P. Kane-Maguire and Constance J. Kane-Maguire by deed of Legon William Dixon and Cynthia C. Dixon dated November 8, 1975, and recorded in the RMC Office for Greenville County, S.C., in Deed Book 1027, at Page 12.

The lien of this mortgage is junior and inferior in lien to that mortgage given to Fidelity Federal Savings and Loan Association (now American Federal) in the original amount of \$37,200.00 as recorded in the RMC Office for Greenville County, South Carolina, in REM Book 1353, Page 175.

If all or any part of the property or an interest therein is sold or transferred by borrowers without lender's prior written consent, excluding:
(a) The creation of a lien or encumbrance subordinate to this mortgage;
(b) The creation of a purchase-money security interest for household appliances; (c) A transfer by devise, descent, or by operation of law upon the death of a joint tenant; or (d) The grant of any leasehold interest of three (3) years or less not containing an option to purchase, lender may, at lender's option, declare all the sums secured by the mortgage to be immediately due and payable.

088



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.

4-0000

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.

088

4328