

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREENVILLE CO S. C.
MAR 22 9 40 AM '83
DONNIE S. TANNERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, James Harry Moore and Joyce Lynn Moore

(hereinafter referred to as Mortgagor) is well and truly indebted unto Charles A. Warth

(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 Eight Thousand Five Hundred and No/100-----

Dollars (\$ 8,500.00) due and payable

in one hundred eighty (180) consecutive payments of One Hundred Two and 02/100 (\$102.02) dollars to be applied first to interest and then to principal commencing May 1, 1983, and continuing on the same day of each month thereafter with the right to prepay in full or part payment without penalty.

with interest thereon from April 1, 1983 at the rate of twelve per centum per annum, to be paid: per terms of said note.

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

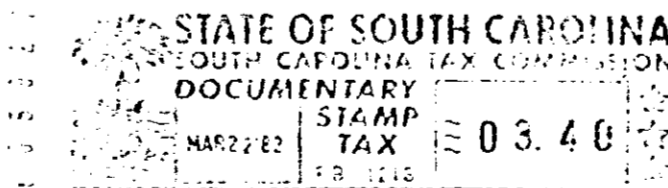
ALL that certain piece, parcel or lot of land with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, in the City of Greenville, being known and designated as a portion of Lot 18, Block D, on a plat of Grove Park, recorded in the RMC Office for Greenville County, South Carolina in Plat Book J, at page 68 and 69, and also being known as property of George E. Tate on Plat recorded in the RMC Office for Greenville County in Plat Book MMM, at page 180, and being shown on a more recent plat prepared for "Charles A. Warth" by Arbor Engineering dated March 16, 1983, and recorded in the RMC Office for Greenville County, South Carolina in Plat Book 9M at page 46, and having according to the plat entitled Charles A Warth, the following metes and bounds to-wit:

BEGINNING at an iron pin on Brookway Drive and running thence N47-07W 191.50 feet to a point; thence N45-17E 39.91 feet to a point; thence S46-00E 139.41 feet to an iron pin on the right-of-way of Brookway Drive; thence S10-43E 62.66 feet along Brookway Drive to an iron pin, the point of beginning.

THIS being the same property conveyed unto the Mortgagors by deed of Charles A. Warth executed and recorded of even date.

THIS mortgage is second in priority to that given Collateral Investment Company by Charles A. Warth, recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 1391, page 297 on March 10, 1977. Said mortgage was assigned to Federal National Mortgage Company as appears in Mortgage Book 1399, page 570, recorded in the RMC Office for Greenville County, South Carolina on March 31, 1977.

Mortgagee's Address: 9 West Camperdown Way
Greenville, S. C. 29601



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 whomsoever lawfully claiming the same or any part thereof.