MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Mary Etta Rose and Philip M. Rose WHEREAS,

(hereinafter referred to as Mortgagor) is well and truly Ind-bled unto Sharonview Federal Credit Union, P. O. Box 32414, Charlotte, NC 28232

(hereinafter referred to as Mortgages) as evidenced by the Mertgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Twenty-Pour Thousand Six Hundred Seventy-Five and No/100----- Dollars (\$24,675.00) due and payable

according to the terms and provisions of the note of even date which this mortgage secures

per centum per annum, to be paid: Semi-monthly. with interest thereon from date at the rate of 12%

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 Mortgages, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgager 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 as-

"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, containing 7.31 acres according to a plat of the property of Perry J. McCarter made by John A. Simmons, Tri-State Surveyors, on May 16, 1980, and amended August 11, 1983, said property having the following courses and distances, to-wit:

BEGINNING at a nail and cap in Suber Road and running thence along property now or formerly of Douglas Peace, N. 70-53 E. 38.18 Seet to a point; thence continuing N. 70-53 E. 280.22 feet to a new iron pin; running thence, N. 70-53 E. 543 feet to an old iron pin in center of branch; thence with the branch as the line, S. 58-27 E. 445 feet; running thence, S. 71-26 W. 631.3 feet to a new iron pin; thence continuing 'S. 71-26 W. 21.3 feet to a nail and cap in the center of Suber Road; thence with the approximate center of Suber Road, N. 33-40 W. 91.5 feet; thence, continuing with the approximate center of said Road, N. 33-06 W. 358.5 feet to a nail and cap at the beginning corner.

This is the same property conveyed to Mary Etta Rose and Philip M. Rose by deed of Perry J. McCarter and Mary E. McCarter which is being recorded simultanteously herewith in Deed Book //97, at Page 202

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 lessehold interest of three years or less not containing an option to pyrchase, lender may, at lender's option, declare all the sums secured by the nortgage to be immediately due and payable.

Together with all and sirgular rights, members, herditaments, 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 thereform, 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 f-arties 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 warranc 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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