

209 East Stone Avenue, Suite 103, Greenville, South Carolina 29609

MORTGAGE OF REAL ESTATE

BOOK 1502 PAGE 377

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

CO. S. C.
17 PM '80
W. C. WILKINS
WILKINS

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Stanley M. Buchanan and Barbara L. Buchanan

(hereinafter referred to as Mortgagor) is well and truly indebted unto Robert A. Bailey and G. D. Poore

(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 and no/100ths ----- Dollars (\$2,000.00) due and payable

with interest thereon from even date at the rate of ten (10) per centum per annum, to be paid: as specified in said promissory 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, being on the southern side of Charterhouse Avenue, being shown and designated as Lot 24 on plat of Chesterfield Estates, Section I, prepared by Weaver Engineering Company, Inc., dated February 26, 1974, recorded in Plat Book 5D, Page 51 and being described more recently on plat of property of Spencer E. and Helen B. Tanner prepared by Freeland & Associates, dated December 15, 1978, recorded in Plat Book 6Y, Page 23 and being described more particularly according to said recent plat, to-wit:

BEGINNING at an iron pin on the southern side of Charterhouse Avenue at the joint front corner of Lots 24 and 25 (said old iron pin being 245 feet, more or less, from the intersection of said avenue and Cooperfield Avenue) and running thence S 60-32-42 W 135 feet to an old iron pin at the joint rear corner of said lots; thence N 40-23 W 52.31 feet to an old iron pin at the joint rear corner of Lots 23 and 24; thence along the common line of said lots N 30-55-56 E 130 feet to an old iron pin at the joint front corner of said lots on the southern side of Charterhouse Avenue; thence along said avenue S 59-04-05 E 5.08 feet to a new iron pin; thence with the curve of said avenue, the radius of which is 225 feet and the arc of which is 116.29 feet S 44-16-11 E 115.09 feet to the point of beginning.

DERIVATION: This being the same property conveyed to Mortgagor by deed of Mortgagee as recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1125, Page 180, on April May 5, 1980.

This mortgage is second and junior in lien to the note and mortgage given to Collateral Investment Company as re-recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 1456, Page 348, on January 30, 1979.

COPIES --- 1 NOV 5 1980 1250

RECORDED IN THE RMC OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA
DATE OF RECORDING: 11/5/80
BY: W. C. WILKINS

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.

0.377

4328 RV-2