Her Chicken Co.

## MORTGAGE OF REAL ESTATE

## TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Michael D. Hastings and Renee I. Hastings,

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

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

with interest thereon from date at the rate of 11.50% per centum per annum, to be paid: Monthly.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to er 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, in Chick Springs Township, located about 1½ miles south of the City of Greer, and being shown as Lots Nos. 20 and 21 on a plat of property made for H. H. Cox by Terry T. Dill, Surveyor, dated December 18, 1957, and recorded in the RMC Office for Greenville County, S.C., in Plat Book "KK", at Page 149, reference to said plat is hereby craved for a more complete description.

This is the same property conveyed to Michael D. Hastings and Renee I. Hastings by deed of Donald A. Phillips dated February 28, 1984, which is being recorded simultaneously herewith in Deed Book  $\frac{1207}{1}$ , at Page  $\frac{90}{1}$ .

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.

STATE OF SOUTH CAROLINA
STATE OF SOUTH CAROLINA
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Together with all and singular 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 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 Mortgagoe forever, from and against the Mortgagor and all persons whemsever lawfully claiming the same or any part thereof.

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