Rt 1, Box 150, Enadilla, GA 31091
MORTGAGE OF REAL ESTATE.

CREEN FILED

CREEN FOO. S. C. MORTGAGE OF REAL ESTATE

BOOK 1582 PAGE 413

STATE OF SOUTH CAROLINA

GREENVILLE

COUNTY OF GREENVILLE

ONNIE 3. TANKERSLEY

R.M.C

WHEREAS, Thomas M. Castles and Wilda W. Castles

(hereinafter referred to as Mortgagor) is well and truly indebted unto James Michael Young and Judith Ann Young

(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

Ten Thousand

Dollars (\$ 10,000.00) due and payable

with interest thereon from even date at the rate of per note per centum per annum, to be paid: as set forth in said note.

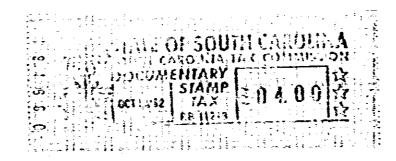
WHEREAS, the Mortgagor may be reafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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, shown as Lot 92 on plat of Sunny Slopes, Section One, recorded in Plat Book 4 R. Page 3, having such courses and distances as will appear by reference to said plat.

DERIVATION: This being the same property conveyed to Mortgagor herein by deed of Mortgagee as recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1175, Page 22, on October 4, 1982.

This mortgage is junior and second in lien to that certain note and mortgage assumed by mortgagor which mortgage was given to Aiken-Spier, Inc. as recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1456, Page 688 on February 2, 1979.



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 beirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises heireinabove 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 whomsoever lawfully claiming the same or any part thereof.

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GREENVILLE OFFICE SUPPLY CO. INC.