

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, CHARLES D. CHAMBERLAIN and SUE G. CHAMBERLAIN

(hereinafter referred to as Mortgagor) is well and truly indebted unto FIRST AMERICAN NATIONAL BANK, whose address is First American Center, Nashville, Tennessee, 37237

(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 ONE HUNDRED THOUSAND and No/100-----

----- Dollars (\$ 100,000.00) due and payable according to the terms of the note of even date herewith for which this mortgage stands as security.

with interest thereon from date hereof at the rate of 13.25% per centum per annum, to be paid: on demand

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:

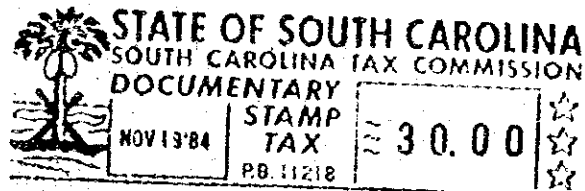
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 known and designated as Lot 35 on a plat of Section C-1, Gower Estates, by R. K. Campbell and Webb Surveying and Mapping Company, recorded in the RMC Office for Greenville County in Plat Book YY at Page 112, and being further shown on a more recent survey made by Freeland & Associates, dated November 5, 1984 and entitled "Property of Charles D. Chamberlain and Sue G. Chamberlain", recorded in the RMC Office for Greenville County in Plat Book 11C at Page 41, and having, according to said latter plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Stonehaven Drive at the joint front corner of Lots Nos. 34 and 35, and running thence along Stonehaven Drive, N. 11-45 E. 172.0 feet to an iron pin; thence continuing N. 19-44 E. 68.50 feet to an iron pin; thence following the curve of the intersection of Stonehaven Drive and Cleveland Street Extension, the chord of which is N. 80-36 E. 24.40 feet to an iron pin; thence running along Cleveland Street Extension, S. 38-31 E. 163.0 feet to an iron pin; thence continuing S. 40-16 E. 106.51 feet to an iron pin; thence running S. 15-01 W. 18.63 feet to an iron pin at the joint rear corner with Lot 34; thence along the common line with Lot 34, S. 87-41 W. 247.94 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Charles P. Wrenn and Ruth M. Wrenn, dated November 19, 1984, and recorded herewith.

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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.

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