MORTGAGE OF REAL ESTATE prepared by E. Randolph Stone, Attorney at Law, 124 Broadus Avenue, Greenville, S.C. 29601

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

## MORTGAGE OF REAL ESTATE

## TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, Pete Nick Marinos and Joan C. Marinos,

(hereinaster referred to as Mortgagor) is well and truly indebted unto H. M. Chandler,

(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 Twenty Five Thousand Five Hundred. Thirty Seven and 50/100------ Dollars (\$25,537.50) due and payable as follows: \$323.50 on the first day of October, 1979 and \$323.50 on the first day of each and every month thereafter until the first day of November, 1989 when the entire amount of unpaid principal and interest shall be due and payable. Payment to be applied first to the interest and then to the principal.

with interest thereon from date at the rate of 9 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 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 heirs, successors and assigns:

ALL that piece, parcel or lot of land situate, lying and being in Oaklawn Township, Greenville County, South Carolina, containing 25.62 acres, more or less, and having the following metes and bounds according to a plat of "Property of H. M. Chandler" dated August 14, 1979, prepared by C. O. Riddle, RLS, and recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 7L at Page 76.

BEGINNING at a point in the center of Old Hundred Road at a nail and old cap and running thence along the line of D. F. Coker, N. 59-17 W., 1,845.3 feet to an old iron pin in Beeco Branch; thence along the center of said branch as the line by the following traverse lines; N. 50-10 E., 49.0 feet, N. 67-50 E., 69.6 feet, thence N. 28-00 E., 67.0 feet, thence N. 45-30 E., 32.1 feet, N. 0-35 W., 77.2 feet, thence N. 46-00 E., 79.0 feet, thence N. 16-00 E., 70 feet, thence N. 1-50 W., 69.1 feet, thence N. 68-25 E., 44.7 feet, thence N. 21-00 E., 65.6 feet; thence leaving said creek and running along a line of property of Burrell Coker, S. 59-17 E., 1,677 feet to an old iron pin; thence along a line of property of Wm. M. Coker, S. 60-38 E., 155 feet to an old iron pin; thence along a line of property of W. E. Suddeth S. 32-50 E., 370.4 feet to a spike in the center of Old Hundred Road; thence along the center of said Road, S. 76-08 W., 109.2 feet to a spike; thence continuing along the center of said Road S. 69-49 W., 100 feet to a nail and old cap; thence continuing along the center of said Road S. 66-47 W., 310.4 feet to the Beginning corner and being the same property conveyed by H. M. Chandler to Pete Nick Marinos and Joan C. Marinos by deed dated this date and recorded herewith.

It is especially understood and agreed that payment on the Note which this mortgage secures may be made in full or in any lesser amount at any time without penalty.

This property is subject to existing easements, restrictions and rights-of-way upon or affecting said property.

The Mailing address of M. L. Chandler is:
Route 3, Box 279
Pelzer, South Carolina 29669



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all 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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgager by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

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