

FILED
GREENVILLE S.C.

BOOK 1561 PAGE 727

JAN 11 4 46 PM '82

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

WHEREAS, J. FRANK CHASTAIN JR. AND ANNE M. CHASTAIN

(hereinafter referred to as Mortgagor) is well and truly indebted unto

UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION

(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 TWELVE THOUSAND EIGHTY-THREE and 84/100-----

-----Dollars (\$ 12083.84) and payable

as per note of even date

with interest thereon from date at the rate of 18% per centum per annum, to be paid per 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 for 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 the Town of Simpsonville, being shown and designated as Lot 302, Section V, Poinsettia Subdivision, plat of said subdivision being duly recorded in the R.M.C. Office for Greenville County in Plat Book 5-P, at Page 34, said plat being prepared by Piedmont Engineers and dated July, 1974, and being more particularly described in accordance with said plat, to-wit:

BEGINNING at a point on the edge of Oglewood Drive, said point being the joint front corner with Lot 303 and running thence with said Drive N. 42-29 E. 135 feet to a point said point being the joint front corner with Lot 301 and running thence with the joint property line of Lot 301 S. 46-59 W. 174.14 feet to a point, said point being the joint rear corner with Lot 301; thence along the joint property line of Lots 311 and 310 S. 42-29 W. 150 feet to a point, said point being the joint rear corner with Lots 310 and 301; thence along the joint property line of Lot 303 N. 42-04 W. 175 feet to the point of beginning.

This being the same property conveyed to the Mortgagors herein by deed of Artistic Builders, Inc. dated February 1, 1978.

This mortgage is second and junior in lien to that certain mortgage executed by J. Frank Chastain Jr. and Anne M. Chastain and in favor of United Federal Savings and Loan Association, recorded in the R.M.C. Book 1422, at Page 310 in the R.M.C. Office for Greenville County, South Carolina.

DOCUMENTARY
STAMP
JAN 11 1982

Together with all and singular rights, members, hereditaments, 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 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 and 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 that 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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