

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE CO. S. C.
OCT 23 1 45 PM '77
THE S. TANKERSLEY
R.M.C.

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

2500 AT

WHEREAS, Nicky Chavers (same as Nicky A. Chavers) and Sheryn Y. Chavers (hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company, Greenville, South Carolina

(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 Five Thousand Five Hundred and no/100ths

Dollars (\$5,500.00) due and payable

as specified on said note

with interest thereon from _____ at the rate of _____ per centum per annum, to be paid:

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, on Bradley Boulevard, being shown and designated as Lot 52 on a plat of University Park Subdivision recorded in the RMC Office for Greenville County, South Carolina, in Plat Book P, Page 127, and having the following metes and bounds, to - wit:

BEGINNING at an iron pin on the southern side of Bradley Boulevard at the joint front corner of Lots 51 and 52, thence S 37-34 E. 175 feet to an iron pin, joint rear corner of Lots 51 and 52; thence N 52-26 E 75 feet to an iron pin, joint rear corner of Lots 52 and 53; thence N 37-34 W 175 feet to an iron pin, joint front corner of Lots 52 and 53; thence S 52-26 W 75 feet to the point of beginning.

DERIVATION: This being the same property conveyed to Mortgagor herein by deed of Gwen S. Davis dated May 28, 1976 as recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1037, Page 222, on June 1, 1976.

This mortgage is junior in lien to that mortgage given by James Edward Leon and Gwen S. Leon to Cameron Brown Company dated September 19, 1973 as recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1291, Page 717, on September 27, 1973, which mortgage was assumed by Mortgagor herein as evidenced by deed recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1037, Page 222, on June 1, 1976.

STATE OF SOUTH CAROLINA
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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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