

FILED
OFFICE OF THE RECORDER OF DEEDS
SOUTH CAROLINA

BOOK 1540 PAGE 400

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

NOV 8 3 07 AM '81

MORTGAGE OF REAL ESTATE

WEMBERLY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Frank J. Soldano and Mary E. Soldano

(hereinafter referred to as Mortgagor) is well and truly indebted unto United Federal Savings & Loan Assn.
201 Trade Street, Fountain Inn, SC 29644

(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 Seven Thousand Two Hundred and no/100ths---
-----Dollars (\$ 7,200.00) due and payable

as set forth by note of Mortgagor of even date

with interest thereon from date at the rate of SEE NOTE 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 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 and designated as Lot #59 on a plat of Wemberly Way, dated June, 1974 and recorded in Plat Book 7C at Page 39, and being prepared by Campbell and Clarkson, Surveyors and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northwesterly side of Wemberly Drive, joint front corner of Lots 58 and 59 and running thence N. 66-29 W., 162.7 feet to an iron pin; thence N. 21-27 E., 125 feet to an iron pin, joint rear corner of Lots 59 and 60 ; thence turning and running S. 64-44 E., 164.35 feet to an iron pin on Wemberly Drive; thence along said Wemberly Drive as follows: S. 26-07 E., 17.1 feet to an iron pin and S. 21-28 W., 102.9 feet to an iron pin, being the point of beginning.

THIS being the same property conveyed to the Mortgagor(s) by deed of James A. Griffith dated July 31, 1979 and recorded in the RMC Office of Greenville County, South Carolina, in Deed Book 1108 at Page 313 on August 1, 1979.

This mortgage is second and junior in lien to that mortgage between Frank J. Soldano and Mary E. Soldano to United Federal Savings and Loan Association being recorded in the RMC Office for Greenville County in Mortgage Book 1475 at Page 458 on August 1, 1979.

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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 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 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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