

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE COUNTY

1416 722
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, HERMAN LEE

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

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 EIGHT HUNDRED SIXTEEN AND 80/100 ----- Dollars (\$ 7,816.80) due and payable

in 60 monthly payments of \$130.28 each with first payment due
January 1, 1978.

with interest thereon from _____ date _____ at the rate of 7% add on 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 Mortgagee'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 shown as Lot No. 8 on a plat of Dakota Hills recorded in Plat Book 4F at Page 61 in the RMC Office for Greenville County; and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on Bismarck Drive at the joint front corner of Lots No. 8 and 9 and running thence with their joint line, N. 27-23 W., 143 feet to an iron pin; thence S. 62-37 W., 187 feet to an iron pin at the joint rear corner of Lots No. 7 and 8; thence with their joint line S. 47-33 E., 127.6 feet to an iron pin on turn around circle at the end of Bismarck Drive; thence following the edge of the turn around circle the chord of which is S. 78-53 E., 37 feet to an iron pin on Bismarck Drive; thence with said Drive, N. 62-37 W., 114.1 feet to an iron pin; the point of beginning.

This is the same property conveyed to the mortgagor by Deed of Talmadge Hathcock recorded September 10, 1971 in Deed Book 924 at Page 573 in the RMC Office for Greenville County.

This mortgage is second and junior in lien to that mortgage to Fidelity Federal Savings and Loan recorded September 10, 1971 in Mortgage Book 1206 at Page 373, having a current balance of \$16,192.93.

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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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