

MORTGAGE OF REAL ESTATE

BOOK 1556 PAGE 42

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

OCT 23 1 59 PM '81
JOHN S. STANKERSLEY
R.M.C.

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

WHEREAS, Alfred V. Day, Jr. and Mildred B. Day

(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 Fifty Thousand and No/100

Dollars (\$ 50,000.00) due and payable

AS STATED IN NOTE OF EVEN DATE.

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, the Mortgagee's heirs, 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 known and designated as Unit No. 22 of the Highlands Horizontal Property Regime as is more fully described in Master Deed Volume 953 at Pages 113-182, and survey and plot plans recorded in Plat Book 4S at Pages 20, 21 and 22, as amended by First Amendment to Master Deed dated March 5, 1974, and recorded in the RMC Office for Greenville County in Deed Volume 996 at Pages 45-99, inclusive, and new survey and plot plans being recorded in the RMC Office for Greenville County in Plat Book 5F at Pages 18-20.

This being the same property acquired by the Mortgagors by deed of Robert A. DuBois and Barbara R. DuBois dated August 28, 1978 and recorded in the RMC Office for Greenville County in Deed Book 1086 at Page 314 on August 29, 1978.

Mortgagee's Mailing Address: East North Street
Greenville, S. C. 29601

SC70 1002361 1030

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX = 20.00
OCT 23 1981 PR 11218

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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