

MARCHBANKS, CHAPMAN, BROWN & HARTER, P. A., 111 TOY STREET, GREENVILLE, S.C. 29603

MORTGAGE OF REAL ESTATE

Mortgagee's Address:

P.O. Box 6807
Greenville, S.C. 29606

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

GREENVILLE
JUN 7 4 07 PM '83
DONNIE S. ...
R.H.C. ...

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, James W. May, Jr. and Donna S. May

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-six hundred and no/100----- Dollars (\$ 5,600.00) due and payable

per terms of Note of even date

with interest thereon from date at the rate of 10% per centum per annum, to be paid monthly.

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,

ALL that certain piece, parcel or lot of land with the buildings and improvements thereon, lying and being at the southerly intersection of East Indian Trail and Indian Circle, near the City of Greenville, S.C. being known and designated as Lot No. 3 on plat entitled "Final Plat Seven Oaks" as recorded in the RMC Office for Greenville County, S.C. in Plat Book 4R, at Page 6, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwesterly side of Indian Circle, said pin being the joint front corner of Lots 3 and 4 and running thence with the common line of said Lots S. 38-57 W. 177.8 feet to an iron pin, the joint rear corner of Lots 3 and 4; thence N. 9-58 W. 15.8 feet to an iron pin; thence N. 8-23 W. 165.3 feet to an iron pin on the southerly side of East Indian Trail; thence with the southerly side of East Indian Trail N. 49-47 E. 110 feet to an iron pin the intersection of East Indian Trail and Indian Circle; thence S. 49-17 E. 11.2 feet to an iron pin on the southwesterly side of Indian Circle; thence with the southwesterly side of Indian Circle on a curve S. 23-54 E. 114 ft. to an iron pin, the point of beginning.

This being the same property conveyed to the mortgagors by deed of Thomas H. Scarborough and Joyce A. Scarborough dated June 20, 1978, and recorded June 21, 1978 in the RMC Office for Greenville County, South Carolina in Deed Book 1081 at Page 641.

This is a second mortgage and is junior in lien to that mortgage executed by Thomas H. Scarborough and Joyce A. Scarborough, to Fidelity Federal Savings and Loan Association, Greenville, South Carolina, which is recorded in Mortgage Book 1369, at Page 844 dated June 9, 1976, recorded on June 10, 1976 in the RMC Office for Greenville County.

1978

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX
JUN 7 1978
02.24

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 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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