

MORTGAGE OF REAL ESTATE - Mortgagee's address: P. O. Box 6807
Greenville, S.C. 29606

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE
JUL 11 1979
BOOK 111 PAGE 111

MORTGAGE OF REAL ESTATE

80-1615-489

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Elmer R. Myus and Barbara L. Myus

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 Fifteen Thousand and no/100-----
Dollars (\$ 15,000.00) due and payable

as per terms of same note of even date

with interest thereon from date at the rate of 14 1/2% 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, being shown and designated as Lot 12 on a plat of Mrs. Farley H. Jones, recorded in the R.M.C. Office for Greenville County in Plat Book NN at Page 83, and having, according to a more recent survey by Freeland & Associates, dated June 25, 1979, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwest side of Curtis Road, joint front corner of Lots 12 and 13, and running thence with the common line of said Lots N. 60-33 W. 160.0 feet to an iron pin; thence with the rear line of Lot 12, N. 29-00 E. 147.5 feet to an iron pin, joint rear corner of Lots 11 and 12; thence with the common line of said Lots, S. 38-51 E. 192.0 feet to an iron pin on the northwest side of Curtis Road; thence with Curtis Road, S. 42-21 W. 78.8 feet to an iron pin, the point of beginning.

This being the same property conveyed to the Mortgagor's herein by deed of Jimmy R. Huff and Alice T. Huff dated June 26, 1979 and recorded in the R.M.C. Office for Greenville County in Deed Book 1105 at Page 881 on July 2, 1979.

This mortgage is second and junior in priority to that certain mortgage given by the Mortgagors to Collateral Investment Company dated June 29, 1979 and recorded in R.E.M. Book 1472 at Page 129 in the original amount of \$35,600.00, on July 2, 1979.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
JUL 11 1979
BOOK 111 PAGE 111

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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