

MORTGAGE OF REAL ESTATE Office of Love, Thomas, Arnold & Thomas, Attorneys at Law, Greenville, S. C.

GREENVILLE, S. C. Mortgagor's address:
P.O. Box 6807
Greenville, SC 29606

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: RUPERT R. ELLIOTT AND EVA JEAN ELLIOTT

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the 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 Sixty-two thousand and

no/100ths ----- DOLLARS (\$ 62,000.00),

with interest thereon from date at the rate of 12.50 per centum per annum, said principal and interest to be repaid: in eleven (11) interest only payments in the amount of \$637.05 commencing September 1, 1983 with a final interest payment plus principal due on July 31, 1984.

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 piece, parcel or lot of land in Greenville County, South Carolina, being known and designated as Lot No. 135, Section III, of Westcliffe Subdivision, as shown on a plat thereof prepared by Piedmont Engineers & Architects, December 11, 1963, revised on September 24, 1965, and recorded in the RMC Office for Greenville County in Plat Book JJJ at pages 72, 73, 74 and 75, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the northern side of Eastcliffe Way at the joint front corner of lots 135 and 136 and running thence N 51-45 W, 230 feet to an iron pin; thence running N 34-15 E, 121.1 feet to an iron pin; thence running S 59-00 E, 225 feet to an iron pin on the northern side of Eastcliffe Way; thence with Eastcliffe Way, S 32-25 W, 150 feet to an iron pin, the point of beginning.

DERIVATION: Deed of Elaine B. Hitch recorded August 9, 1983 in Deed Book 1194 at page 96 in the Greenville County RMC Office.

This mortgage is junior and secondary in lien to that certain mortgage of Rupert R. Elliott and Eva Jean Elliott to American Federal Savings and Loan Association in the original amount of \$15,550.00 dated August 9, 1983 and recorded August 9, 1983 in Mortgage Book 626 at Page 24 in the Greenville County RMC Office.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.

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12-28-83