

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE S.C.  
3 21 1984  
JUNIOR W. W. WYLSLEY  
R.M.C.

VOL 1643 PAGE 37

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

**WHEREAS,** Fredrick M. Wylie, Jr.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Community Bank

416 C. North St  
Greenville S.C. 29601

(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 Seventeen Thousand Six and 84/100

Dollars (\$ 17,006.84 ) due and payable

According to the Promissory executed herewith.

with interest thereon from See Note at the rate of See Note 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, 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, City of Greenville, on the western side of Conastee Avenue and being known and designated as Lot No. 38 on plat of South Cherokee Park according to a plat recorded in the RMC Office for Greenville County, South Carolina, in Plat Book A at Page 130, and having such metes and bounds as shown thereon.

Also, all that piece, parcel or lot of land situate, lying and being in the State and County aforesaid on the western side of Conastee Avenue and being known and designated as the north-easterly portion of Lot 39 of South Cherokee Park Subdivision as shown on plat recorded in the Greenville County RMC Office in Plat Book Z at Page 130 and having the following metes and bounds, to-wit:

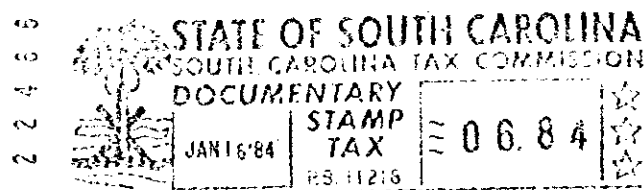
BEGINNING at a stake on the western side of Conastee Avenue, on the joint corner of Lots Nos. 38 and 39, and running thence along Conastee Avenue S 27 W, 20 feet to a stake; thence N 63 W, parallel with the joint boundary line between said lots, approximately 173 feet, more or less to an alley; thence with said alley, N 27 E, 20 feet to a stake on joint corner of said two lots; thence with the line of lot no. 38, S 63 E, 173 feet, more or less, to the beginning corner.

Less, however, a two foot strip hereto conveyed to and now or formerly owned by Irving L. Urch, et al., reference being made to Deed Book 785 at Page 83.

This is the same property conveyed to Fredrick M. Wylie, Jr. and Jan M. Wylie by deed of Martha R. Carnevale recorded in the RMC Office for Greenville County on July 25, 1979 in Deed Book 1107 at Page 640. Subsequently, Jan E. McClain, formerly Jan M. Wylie conveyed her interest in said property to Fredrick M. Wylie, Jr. by deed dated June 20, 1983 and recorded in the RMC Office for Greenville County in Deed Book 1190 at Page 855 on June 21, 1983.

This mortgage is junior in lien to that mortgage held by Roinsett Federal Savings and Loan Association as will appear by reference to mortgage volume 1445 at Page 616 in the RMC Office for Greenville County, South Carolina.

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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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