

MORTGAGE OF REAL ESTATE

VOL 1643 PAGE 887

GREENVILLE, S. C.

STATE OF SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

Mortgagee's Address:

COUNTY OF GREENVILLE

P.O. Box 6807
Greenville, SC

15 3 26 1984

TO ALL WHOM THESE PRESENTS MAY CONCERN:

JOHN W. WENSLEY
R.M.C.

WHEREAS, I, WELDON E. HOLTZCLAW and BRENDA R. HOLTCLAW,
(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

PER TERMS OF PROMISSORY NOTE OF EVEN DATE

with interest thereon from date at the rate of 13% per centum per annum, to be paid: per terms of note

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, on the eastern side of Old Buncombe Road, being known and designated as Lot No. 90 as shown on plat entitled Cedar Vale, Section II, dated December 10, 1969, prepared by Piedmont Engineers & Architects, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book F at Page 12, and having according to said plat the following metes and bounds, to-wit:

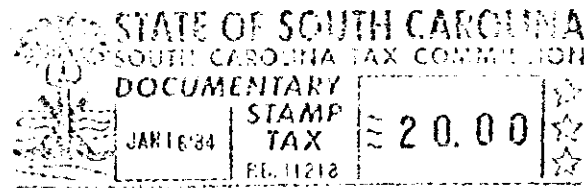
BEGINNING at an iron pin on the eastern side of Old Buncombe Road at the joint front corner of Lots Nos. 88 and 90 and running thence with the common line of said Lots S. 72-09 E. 121.9 feet to an iron pin at the joint rear corner of Lots Nos. 90 and 91, in the line of Lot No. 88; thence with the common line of Lots Nos. 90 and 91 S. 19-03 W. 179.6 feet to an iron pin on the northern side of Verner Drive; thence with the northern side of Verner Drive N. 74-41 W. 100.4 feet to an iron pin at the intersection of said Drive and Old Buncombe Road; thence with the curve of said intersection, the chord of which is N. 27-45 W. 34.1 feet to an iron pin on the eastern side of Old Buncombe Road; thence with the eastern side of Old Buncombe Road N. 19-12 E. 46.1 feet to an iron pin; thence continuing with said Road N. 20-37 E. 114.0 feet to the point of beginning.

This is the identical property conveyed unto Mortgagors herein by Deed of Lloyd W. Gilstrap, dated June 27, 1973, recorded June 28, 1973, in the RMC Office for Greenville County, South Carolina, in Deed Book 977 at Page 778.

This mortgage is second and junior in priority to that certain mortgage given by Lloyd W. Gilstrap to Fidelity Federal Savings and Loan Association, dated January 12, 1973, recorded January 16, 1973, in the RMC Office for Greenville County, SC, in Mortgage Book 1263 at Page 418A, in the original amount of \$23,200.00.

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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 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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