

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

WHEREAS, we, James H. Bane and Barbara Bane

(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

Eighty-Eight and no/100ths ----- Dollars (\$ 38,000.00) due and payable

on or before November 26, 1934

with interest thereon from _____ date _____ at the rate of fourteen per centum per annum, to be paid:

in full on or before November 26, 1934.

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:

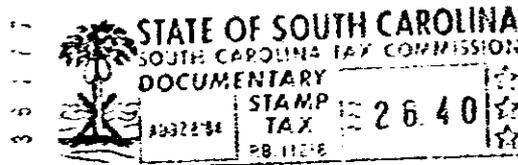
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of GREENVILLE

ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina on the southern side of Deerfield Drive, being shown and designated as Lot 12, of Deerfield Section 2 prepared by Freeland and Associates dated January 29, 1981, and having according to a more recent survey thereof, made by Freeland and Associates dated June 19, 1984, entitled "Property of James H. Bane and Barbara Bane" and recorded in Plat Book 105 at page 23.

BEGINNING at the joint front corner of Lots 12 and 13 running S 9-21 W 205.32 feet to an iron pin at the joint corner of Lots 12 and 13 thence running N 81-04 W 250.0 feet to an iron pin at the joint rear corner of Lots 12 and 11; thence running N 9-21 E 200.07 feet to a joint front corner of Lots 12 and 11; thence running S 81-07 E 219.13 feet along Deerfield Drive to the point of beginning.

This is the same property as that conveyed to James H. Bane and Barbara Bane by deed of Janice Fant Gilmore and Mae Pelle Esco Fant dated and recorded June 20, 1984, in Deed book 1215 at page 384 in the RMC Office for Greenville County, South Carolina.

At the option of the Mortgagee, the indebtedness secured by this Mortgage shall become due and payable if, without the written consent of the Mortgagee, the Mortgagor shall convey away the mortgaged premises, or if the title shall become vested in any other person in any manner whatsoever other than by death of the Mortgagor. It is understood and agreed that in consideration for the consent of the Mortgagee to any transfer of title to the mortgaged premises, the Mortgagee at its option may charge a loan transfer fee and/or require changes in the rate of interest, term of loan, monthly payments of principal and interest and other terms and conditions of this Mortgage and/or the Note secured hereby.



400

21801

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.

RES

4325-W-23