STATE OF SOUTH CAROLINA)

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE)

THIS MORTGAGE made this <u>12th</u> day of <u>September</u>, 1984, by JERRY L. ACOSTA AND SHIRLEY L. ACOSTA (hereinafter referred to as "Mortgagors") and given to COMMUNITY BANK (hereinafter referred to as "Mortgagee"), whose address is 416 East North Street, Greenville, South Carolina 29601.

WITNESSETH:

THAT WHEREAS, Mortgagors are indebted to Mortgagee in the maximum principal sum of One Hundred Thousand and No/100 Dollars (\$100.000.00), which indebtedness is evidenced by the Note of Mortgagors of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is <u>five (5) years</u> after the date hereof, the terms of said Note and any agreement modifying it are incorporated herein by reference.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagors, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest and also to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina (1976): (i) all future advances and readvances that may subsequently be made to Mortgagors by Mortgagee evidenced by the aforesaid Note, or by other promissory notes, and all renewals and extensions thereof; and (ii) all other indebtedness of Mortgagors to Mortgagee, now or hereafter existing, whether direct or indirect. the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed \$100,000. plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorneys fees, has granted, bargained, sold, released and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described property:

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All that certain piece, parcel or lot of land together with improvements thereon, situate, lying and being on the northern side of Collins Creek Road in the City of Greenville, Greenville County, South Carolina shown as Lot 51 and having the following metes and bounds according to plat of Section 2, Collins Creek, dated July 30, 1979 by C. O. Riddle, Surveyor, recorded in the Greenville County RMC Office in Plat Book 7-C, Page 57:

BEGINNING at an iron pin on the northern right-of-way of Collins Creek Road at the joint front corner of Lots 50 and 51 as shown on the aforesaid plat and running thence with the northern right-of-way of Collins Creek Road, S. 89-48 W. 149.85 feet to an iron pin at the joint front corner of Lots 51 and 52; thence with the joint line of Lots 51 and 52, N. 4-40 W. 250 feet to an iron pin; thence N. 89-48 E. 188.87 feet to an iron pin at the joint rear corner of Lots 51 and 50; thence with the joint line of Lots 51 and 50, S. 4-17 W. 250 feet to a point on the northern right-of-way of Collins Creek Road, being the point of beginning; and being the same property conveyed to the Mortgagors herein by deed of Babbs Hollow Development Company recorded January 4, 1980 in Deed Book 1118, Page 401, Greenville County RMC Office.

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or