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STATE OF SOUTH CAROLINANNIE S. YANKERSLEY COUNTY OF GREENVILLE R.H.C.

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

WHEREAS,

James L. and June Mimnaugh

(hereinafter referred to as Mortgagor) is well and truly indebted unto Community Properties. Inc.

(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

Four Thousand Dollars and no/.00 - - - Dollars (\$ 4,000.00) due and payable

in consecutive monthly payments commencing on October 15, 1975, at \$30.00 per month, to be paid in full by September 25, 1980.

with interest thereon from Sept. 25, 1975 at the rate of 85 per centum per annum, to be paid:

at any time of times in whole of in bart.

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 Breenville

All that piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, in the Town of Simpsonville, on the western side of Tollgate Road, being shown and designated as Lot No. 26 on a plat entitled The Cedars, dated November 21, 1974, and recorded November 22, 1974, in Greenville County Plat Book 4-X at Page 93, and being further described by the following metes and bounds, to-wit:

Beginning at a point on the western side of Tollgate Road at the joint front corner of Nots Nos., 25 and 26, and running thence along the rear lot lines of Lots Nos., 24 and 25, S. 74-51%. 159 feet to an iron pin on the eastern side of Lot No. 23; thence running along the eastern side of Lot No. 23, N. 20-29 W. 86.4 feet to an iron pin on the southern side of Lot No. 27; thence continuing along the line of Lots Nos. 26 and 27, N. 74-52 E. 184.8 feet to an iron pin on the western side of Tollgate Road; thence continuing along Tollgate Road, S. 15-9 E. 86.0 feet to the beginning corner.

This being a portion of that property conveyed to the Grantor herein by deed of Southern Developers, Inc., recorded in Greenville County Deed Book 1009 at Pate 253.

This conveyance is subject to all restrictions, setback lines, roadways, zoning ordinances, easements and rights of ways, if any, affecting the above property.

This mortgage, and the debt it secures, is assignable.

This is a second mortgage.

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Together with all and singular rights, members, hereditaments, and appurtenences 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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