

JUL 30 12 25 PM '76

BOOK 1374 PAGE 55

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

DONNIE S. TANKERSLEY
R.M.C.

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

WHEREAS, R. Maxie McCoy and Joanne J. McCoy-----

are
(hereinafter referred to as Mortgagor) well and truly indebted unto Community Bank, Greenville, S. C.

(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

Forty Thousand and No/100----- Dollars (\$40,000.00) due and payable
in full on August 1, 1977

with interest thereon from August 1, 1976 at the rate of eight(8) per centum per annum, to be paid quarterly with the first payment of interest due November 1, 1976, and subsequent payments of interest due on the first day of each third month thereafter until the principal is paid in full.

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, being known and designated as Lot No. 8 of Section II of Chanticleer, as shown by a plat thereof made by R. K. Campbell, dated August 30, 1965, and recorded in the R.M.C. Office for Greenville County in Plat Book JJJ at Page 71, and having, according to said plat, the following metes and bounds, to wit:

Beginning at an iron pin on the northern side of East Seven Oaks Drive at the joint front corner of Lots 7 and 8 and running thence with the joint line of said lots, N. 37-22 E. 157.3 feet to an iron pin at the rear corner of Lots 7 and 8; running thence along the rear line of Lot 8, S. 47-19 E. 110.45 feet to an iron pin at the joint rear corner of Lots 8 and 9; running thence with the joint line of said lots, S. 42-41 W. 160.2 feet to an iron pin on the northern side of East Seven Oaks Drive, joint front corner of Lots 8 and 9; running thence with the northern side of said East Seven Oaks Drive, S. 47-19 E. 21.1 feet to an iron pin; continuing thence S. 49-19 E. 103.9 feet to the point of beginning; being the same conveyed by Charles S. Burnham and Lellon P. Burnham by deed dated June 1, 1967 and recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Vol. 821 at Page 17.

~~THIS MORTGAGE IS SUBJECT TO ANY RESTRICTIONS OR EASEMENTS THAT MAY APPEAR OF RECORD IN THE PUBLIC RECORDS OF THE COUNTY OF GREENVILLE, SOUTH CAROLINA, AFFECTING SAID PREMISES.~~

This is the same property conveyed unto the Mortgagor herein by deed of Oscar P. Johnson and Frances C. Johnson dated May 9, 1969 and recorded in the R.M.C. Office for Greenville County in Deed Book 868 at page 316.

This mortgage is subject and subordinate to a mortgage executed by Charles S. Burnham and Lellon P. Burnham in favor of First Federal Savings & Loan Association given to secure payment of Twenty-five Thousand, Five Hundred and No/100 (\$25,500.00) Dollars and interest recorded in the R.M.C. office for Greenville County in Mortgage Cook 1026 at page 388, said mortgage being assumed by R. Maxie McCoy and Joanne J. McCoy and recorded in the aforesaid Clerk's Office in Deed Book 868 at Page 316, which mortgage constitutes a prior lien on said premises.

5.16.00



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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