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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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

WHEREAS, WE, DESMOND J. MINSTERN and CATHY M. MINSTERN

(hereinafter referred to as Mortgagor) is well and truly indebted unto

date

## COMMUNITY BANK

(hereinaster 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

EIGHT THOUSAND AND NO/100-------Dollars (\$ 8,000.00 ) due and payable

IN ACCORDANCE WITH THE TERMS OF THE NOTE OF EVEN DATE HEREWITH FOR WHICH THIS MORTGAGE STANDS AS SECURITY

with interest thereon from

at the rate of 10%

per centum per annum, to be paid: monthly

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 shown and designated as Lot 110 on Plat of Gray Fox Run made by C. O. Riddle, Surveyor, dated November 6, 1975 and revised March 5, 1976 and recorded in the RMC Office for Greenville County in Plat Book 5-P at Page 16. According to said plat, the property is more fully described as follows:

BEGINNING at an iron pin on Crowndale Drive at the joint front corner of Lots 109 and 110 and running thence along the joint line of said Lots, N. 2-03 E. 102.65 feet to an iron pin at the corner of Lot 111; thence with Lot 111, N. 75-51 E. 130 feet to an iron pin on Gray Fox Square; thence with said Square, S. 14-08 E. 100 feet to an iron pin near the intersection of Crowndale Drive; thence with the curve of said intersection, S. 30-51 W. 35.4 feet to an iron pin; thence continuing with said Drive, N. 87-24 W. 45.05 feet to an iron pin; the point of BEGINNING.

THIS is the same property conveyed to the Mortgagors herein by deed of Stephen L. Garrett and Carole G. Garrett, dated April 24, 1978 and recorded in the RMC Office for Greenville County in Deed Book 1077 at Page 589.

THIS mortgage is junior in lien to that certain mortgage in favor of Fidelity Federal Savings and Loan Association recroded April 24, 1978 in the RMC Office for Greenville County in REM Book 1429 at Page 736 in the original amount of \$40,000.00.

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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 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.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its neits, successor and that it has good right.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right 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.