

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED

MORTGAGE OF REAL ESTATE

GREENVILLE COUNTY, S.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

JUN 28 3 27 PM '83

DONNIE W. ASLEY

WHEREAS, KATHERINE H. SMITH and GARY W. SMITH

(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

Five thousand and No/100ths-----Dollars (\$ 5,000.00) due and payable

in accordance with the terms of the Consumer Loan Note and Security Agreement dated
June 28, 1983with interest thereon from June 28, 1983 at the rate of 10% per centum per annum, to be paid: on the 15th day
of each calendar month beginning August 15, 1983.

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:

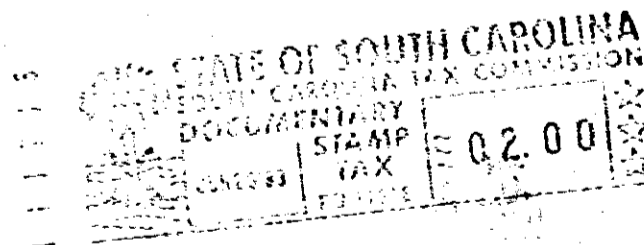
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, City of Greenville at the southeast corner of the intersection of Russell Avenue and McDonald Street and being known and designated as Lot 28 of a subdivision known as North Hills, which plat is recorded in the RMC office for Greenville County in Plat Book H, Page 90 and a more recent plat shown as property of David A. Kribs and Katherine C. Kribs prepared by Richard Wooten Land Surveying Company dated March 31, 1978 and recorded in the RMC Office for Greenville County in Plat Book 6-0, Page 8 and having according to the more recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Russell Avenue at the joint front corner of Lots 27 and 28 and running thence with the common line of said lots S. 19-30 E. 140.0 feet to an iron pin, joint rear corner of said lots; running thence along the rear of Lot 28 N. 70-30 W. 55.0 feet to an iron pin on McDonald Street; running thence with said Street N. 19-30 E. 140.0 feet to an iron pin at the intersection of McDonald Street and Russell Avenue; running thence with Russell Avenue S. 70-30 E. 55.0 feet to an iron pin, the point of beginning.

THIS is the same property conveyed to the Mortgagors by deed of Katherine C. Kribs as recorded in the RMC Office for Greenville County in Deed Book 1138 at Page 369 dated December 4, 1980.

THIS Mortgage is junior in lien to that certain Mortgage assumed by the Mortgagors to Cameron Brown Company, dated March 31, 1978, and recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 1427, at Page 820 in the original principal sum of \$23,750.00. This Mortgage was subsequently assigned to Federal National Mortgage Association for the principal sum of \$23,750.00 and recorded in the RMC Office for Greenville County on April 21, 1978 in Mortgage Book 1429, at Page 592 and has a present balance of \$22,810.00.



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 such 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.