## MARCHBANKS, CHAPMAN, & HARTER, P.A. MORTGAGE OF REAL ESTATE

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111 TOY STREET, GREENVILLE, S. C. 29603

Mortgagee's address: P. O. Box 6807

Greenville, S.C. 29606

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLER

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mortgage of real estate. VOL  $1955\,$  face  $196\,$ 

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Jean S. Rycroft

thereinafter 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 Fifty Thousand and no/100----- Dollars (\$ 50,000.00 ) due and payable

as per terms of note of even date

with interest thereon from date

at the rate of 1½% variable per centum per annum, to be paid: per terms of note

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 Mortgagoe 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, and being on the South side of Cunningham Circle (formerly Peachtree Street), and being known and designated as Lot 6 on plat of Section 3, Cunningham Acres, which plat was made by C.O. Riddle, Surveyor, April 8, 1971 and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4-N at Page 73, reference to said plat being herewith craved for a more particular description of said property.

This being the same property conveyed to the Mortgagor and Kenneth R. Rycroft by deed of Arnold L. Freshour and Sarah D. Freshour dated November 8, 1978, recorded in the Greenville County R.M.C. Office in Deed Book 1091 at Page 501. Subsequently the said Kenneth R. Rycroft did convey his one-half (½) interest in the property to the Mortgagor herein as evidenced by deed recorded in the R.M.C. Office for Greenville County in Deed Book 1144 at Page 971.

This mortgage is second and junior in priority to that mortgage given by the Mortgagor to First Federal Savings & Loan Association dated November 8, 1978, and recorded in the Greenville County R.M.C. Office in R.E.M. Book 1449 at Page 617.

STATE OF SOUTH CAROLINA

POST TOUTH CAROLINA TAX COMMISSION

FRE-284 STAMP

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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 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 buthorized 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.

4328-RV-ZN

State Committee !