STATE OF SOUTH CAROLINA GREENVILLE COUNTY OF

FILED GREENVILLE CO. S.C.

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

DEC 7 12 13 PH '84

WHEREAS,

DONNIES T. Simon and Almena T. Simon

(hereinafter referred to as Mortgagor) is well and truly indebted unto Community Bank PO Box 6807, Greenville, South Carolina, 29606,

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are in-Sixty Thousand and no/100----corporated herein by reference, in the sum of

Dollars (\$ 60,000.00) due and payable

ACCORDING TO TERMS SET OUT IN SAID NOTE.

with interest thereon from

this date

at the rate of 14.50

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 known and designated as Lot No. 43 on plat of NORTHSIDE GARDENS recorded in Plat Book S at Page 17 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Lullwater Road at the joint front corner of Lots No. 42 and 43 and running thence along the common line of said lots, N. 55-12 E. 197.6 feet to an iron pin; thence turning and running along the rear line of Lot No. 43, S. 34-48 E. 85 feet to an iron pin at the joint rear corner of Lots No. 43 and 44; thence turning and running along the common line of Lots No. 43 and 44, S. 55-12 W. 198.9 feet to an iron pin on the northeastern side of Lullwater Road; thence turning and running along Lullwater Road, N. 34-07 W. 85 feet to an iron pin, the point of beginning.

This being the same property conveyed to mortgagors by deed of Carolina Federal Savings and Loan Association dated and recorded March 22, 1974, in Deed Book 995 at Page 764.

This mortgage is junior in lien to that certain mortgage in favor of Carolina Federal Savings and Loan Association dated and recorded on March 22, 1974, in REM Book 1305 at Page 20 in the original amount of \$12,000.00.

TATE OF SOUTH CAROLINA DOCUMENTARY ? STAMP TAX

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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