

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

COMMUNITY BANK
E. NORTH ST. GREENVILLE
MORTGAGE OF REAL ESTATE 1417 801
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JESSE EARL NIXON

(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 Thirteen Thousand Three Hundred Eighty One and 20/100-----
----- Dollars (\$ 13,381.20) due and payable

in accordance with terms of note of even date herewith

including
with interest thereon from date at the rate of 6.66% 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, near the City of Greenville, known and designated as Lot No. 167 on revised Map No. 5 of Sans Souci Heights recorded in the R.M.C. Office for Greenville County in Plat Book BB, Pages 90-91 and having, according to a survey made April, 1956, by R. W. Dalton, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly side of Langston Drive, the front joint corner of Lots 166 and 167; thence with the joint line of said Lots N. 22-49 W., 197.2 feet to an iron pin, corner of Lot No. 142; thence with the line of said lot S. 68-54 W., 70 feet to an iron pin corner of Lot No. 168; thence with the line of said lot S. 22-49 E., 186.4 feet to an iron pin on the northwesterly side of Langston Drive; thence with the northwesterly side of said Langston Drive N. 77-44 E., 70.8 feet to the beginning corner.

This is the same property conveyed to the mortgagor by deed of Mildred Batson Nixon recorded in the R.M.C. Office for Greenville County on December 6, 1977, in Deed Book 1669, Page 683.

This mortgage is junior in lien to that certain mortgage executed in favor of Aiken Speir, Inc. recorded in the R.M.C. Office for Greenville County on May 6, 1956, in Real Estate Mortgage Book 679, Page 413. Said mortgage being in the original amount of \$9,700.00 and having a present balance of \$2,154.55.

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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.

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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