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STATE OF SOUTH CAROLINA GREENVILLE CO. S.C.  
COUNTY OF Greenville

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

12 13 21 1978

DENNIS S. TANKERSLEY

WHEREAS, Miles T. Shaw and Betty H. Shaw

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

Community Bank of Greenville, S.C.

(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 FOURTEEN THOUSAND NINETY SEVEN AND 30/100

Dollars (\$ 14,097.30 ) due and payable

at the rate of \$469.91 each month beginning October 8, 1978 and a like amount on the 8th day of each month thereafter until paid in full. (30 months)

with interest thereon from

at the rate of

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:

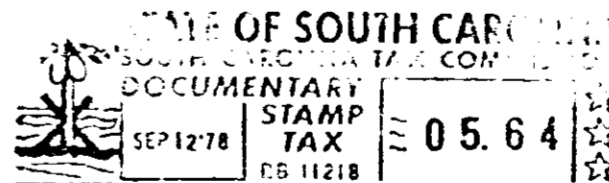
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the southern side of Swindon Circle, being shown and designated as Lot No. 13 on plat entitled Kingsgate, Section II, made by Piedmont Engineers and Architects, dated October 13, 1973, revised January 1, 1974, recorded in the Office of the RMC for Greenville County in Plat Book 5-D at Page 23, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on Swindon Circle at the joint front corner of Lot Nos. 12 and 13 and running thence with the common line of said Lots S. 28 - 02 W. 189.3 feet; thence S. 77 - 00 W. 63.35 feet to an iron pin; thence N. 9 - 53 W. 168.3 feet to an iron pin at the joint rear corner of Lot Nos. 13 and 14; thence running with the common line of said Lots N. 69 - 47 E. 158.5 feet to an iron pin on Swindon Circle; thence running with curve of Swindon Circle, the chord of which is S. 38 - 29 E., 50.00 feet to the point of BEGINNING.

This is the same property conveyed to the mortgagors by deed of Jack E. Shaw Builders, Inc. recorded April 26, 1977 in Deed Book 1055 at Page 335, RMC Office for Greenville County, South Carolina.

It is understood and agreed that this lien is junior to that certain mortgage to First Federal Savings and Loan Association in the original amount of \$53,500.00 recorded April 26, 1977 in Mortgage Book 1395 at Page 616, RMC Office for Greenville County.

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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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