RICHARDSON AND JOHNSON, P. A., Attorneys At Law, Greenville, S. C. 29602

STATE OF SOUTH CAROLINA COUNTY OF **GREENVILLE**  2 56 間

MORTGAGE OF REAL ESTATE DONNIE S. TANKERSLETO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

MICHAEL R. HOGAN AND JAMES C. HOGAN

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

date

COMMUNITY BANK P.O. 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 incorporated herein by reference, in the sum of EIGHT THOUSAND FIVE HUNDRED FIFTY-EIGHT AND 64/100-----

> ----- Dollars (\$8,558.64 ) due and payable

in seventy-two (72) equal monthly installments in the amount of \$118.87 each and every month with the first payment being April 22, 1979 until paid in full

with interest thereon from

at the rate of 8%

per centum per annum, to be paid: at maturity

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, Chick Springs Township, on the south side of

Sweetbriar Road, near the City of Greenville, shown as Lot 1 on a plat of Lake Forest Heights, Section II, recorded in the RMC Office for Greenville County in Plat Book KK at page 105, reference to which is hereby craved for the metes and bounds description.

This being the same property conveyed to the Mortgagors herein by deed of Leander H. Dodgens dated July 14, 1978 and recorded in the RMC Office for Greenville County in Deed Book 1083 at page 262.

This mortgage is junior in lien to that certain mortgage given to First Federal Savings and Loan dated July 14, 1978 and recorded in the RMC Office for Greenville County in REM Book 1438 at page 304 in the original amount of \$43,700.00.

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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 it 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.