MARCHBANKS, CHAPMAN, BROWN & HARTER, P. A., 111 TOY STREET, GREENVILLE, S. C. 29603

AFFIDANT
FILED

MORTGAGE OF ROAL ESTATE
FILED

CO. S. C.

STATE OF SOUTH CAROLINA

STATE OF GREENVILLE

MARCHBANKS, CHAPMAN, BROWN & HARTER, P. A., 111 TOY STREET, GREENVILLE, S. C. 29603

MORTGAGE OF ROAL ESTATE
COUNTY OF GREENVILLE

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WHEREAS. Hoyt D. Hearn and Lorraine K. Hearn

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

## on demand

## as provided in

with interest thereon from date

at the rate of the note per centum per annum, to be paid:

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 Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, 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, shown as Lot 83 on Plat of Wade Hampton Gardens, Section III, recorded in Plat Book YY, at Page 179, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Western side of Balfer Drive at the joint front corner of Lots 83 and 84, and running thence with the joint line of said lots, N. 72-49 W. 154 feet to an iron pin; thence N. 21-06 E. 100 feet to an iron pin at the joint rear corner of Lots Nos. 83 and 82; thence with the joint line of said lots, S. 72-53 E. 148.1 feet to an iron pin on the Western side of Balfer Drive; thence with said Drive, S. 18-11 W. 100 feet to the point of beginning.

The lien of the within Mortgage is junior in priority to the lien of that certain mortgage against the within described property given to Aiken-Speir, Inc. in the original amount of\$45,300.00 recorded in the Greenville County R.M.C. Office in REM Book 1451 at Page 749, and assigned to Federal National Mortgage Association on January 30, 1979, as recorded in REM Book 1456 at Page 496.

This is the same property conveyed to the Mortgagors herein by deed of Gary G. (Artley recorded in the Greenville County R.M.C. Office in Deed Book 1092 at Page 859.

The property described in the within real estate mortgage and other property included in the real estate mortgage of same date are to secure the note described hereinabove.

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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 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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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