

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

SEP 26 11 51 AM '79
DONNIE STANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, H. BAILEY HENDLEY AND SYLVIA B. HENDLEY

(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 Twelve Thousand Four Hundred Forty Eight and 80/100-----

Dollars \$ 12,448.80 due and payable

in accordance with terms of note of even date herewith

including
with interest thereon from date at the rate of 13.50 apr 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, shown as a portion of Lot 75 on plat of Devenger Place, Section I, recorded in Plat Book 4X, Page 79 and having the following courses and distances:

BEGINNING at an iron pin on Longstreet Drive, joint front corner of the portion of Lot 75 owned by McGaughy and the portion owned by Hendley and running thence with their joint line N. 50-10 E., 149.9 feet to an iron pin at joint rear corner; thence along rear line of McGaughy S. 41-25 E., 5.9 feet to an iron pin; thence a new line through Lot 75 S. 52-26 W., 150.3 feet to an iron pin, the point of beginning.

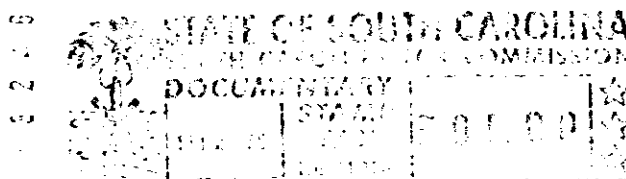
This is the same property conveyed to the mortgagors by deed of James A. McGaughy and Frances M. McGaughy recorded in the R.M.C. Office for Greenville County on July 6, 1976, in Deed Book 1039, Page 185.

ALSO: All that piece, parcel or lot of land with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, shown and designated as Lot No. 74 and a portion of Lot 75 on plat entitled "Devenger Place, Section I" dated October, 1973, prepared by Dalton & Neves, and recorded in the R.M.C. Office for Greenville County in Plat Book 4X, Page 79 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Longstreet Drive at the joint front corner of Lots 73 and 74 and running thence N. 69-44 E., 169.6 feet to an iron pin at the joint rear corner of said Lots; thence S. 17-44 E., 64.8 feet to an iron pin at the joint rear corner of Lots Nos. 74 and 75; thence S. 50-10 W., 149.9 feet to an iron pin at the joint front corner of said lots; thence along Longstreet Drive N. 40-44 W., 17.9 feet to an iron pin; thence N. 31-21 W., 100 feet to an iron pin, the point and place of beginning.

This is the same property conveyed to the mortgagors by deed of James A. McGaughy and Frances M. McGaughy recorded in the R.M.C. Office for Greenville County on May 16, 1975, in Deed Book 1018, Page 427.

This mortgage is junior in lien to that certain mortgage executed in favor of Carolina Federal Savings & Loan Association on May 15, 1975, in the original amount of \$42,000.00 recorded in the R.M.C. Office for Greenville County on May 16, 1975, in Real Estate Mortgage Book 1339, Page 337.



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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