

GREENVILLE S.C.

\$8,700.00 net proceeds of loan

NOV 6 3 25 PM '79

1487 PAGE 406

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

W. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Marianne C. Lackey, formerly known as Marianne B. Bryant

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

(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 Eleven thousand six hundred and twenty two and 24/100-----Dollars (\$ 11,622.24) due and payable

in monthly installments of \$242.13 each on the 15th day of each month commencing with the 15th day of December and continuing until paid in full.

with interest thereon from date at the rate of 15% 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, being shown as Lot 23 of Staunton Court, plat of which is recorded in Plat book PPP at page 41 and according to said plat having the following metes and bounds, to wit:

BEGINNING at an iron pin on the easterly side of S aunton Court at the joint front coner of Lots No. 23 and 24 and running thence with the line of said lots N. 54-31 East 121.3 feet; thence South 31-22 East 119 feet to a point on Riggs Street; thence with Riggs Street South 53-50 West 95.15 feet to curve at the intersection of Riggs Street and Staunton Court; thence with said curve, the chord of which is North 79. -26 West 34.19 feet to a point on Staunton Court; thence with Staunton Court North 31-48 West 95.4 feet to the point of beginning, and being identically the same property conveyed to grantor by deed recorded in Deed Book 958 at Page 630...

This being the identical property conveyed to the mortgagor by deed of Billy Posey as recorded in the RMC office by date of October 26, 1972 in the County of Greenville, State of South Carolina, in Deed Book 958 at page 630

This conveyance is subject to all restrictions, setback lines, roadways, easements, reservations or zoning ordinances that may appear of record on the recorded plat(s) or on the premises, herein described.

This being a second mortgage and a junior in lien to that certain mortgage given to Carolina National Mortgage Investment Company, Inc. as recorded February 20, 1968 in the RMC Office for Greenville in mortgage book 1084 page 331 and later assigned to First Federal Savings and Loan as recorded in the RMC office for Greenville County in Mortgage Book 1087 at page 58 and having a current balance of \$13,939.35

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

SCIC -----2 NO 679 528

4.0001

4328 RV-2

0406