800x1509 FAGE 49

STATE OF SOUTH CAROLINA

GF

COUNTY OF GREENVILLE

ED MORTGAGE OF REAL ESTATE

JEL 28 2 52 PH MALL WHOM THESE PRESENTS MAY CONCERN:

ONE DE ARRERSLEY

WHEREAS,

TIMOTHY M. DORGAN & ELIZABETH M. DORGAN

(hereinafter referred to as Morigagor) is well and truly Indebted un to

## COMMUNITY BANK

in full November 16, 1980, Interest due at maturity

with interest thereen from date at the rate of 12.67 per centum per annum, to be paid in full

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 texes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mertgagor, in consideration of the aforesaid dabt, 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 assisas:

\*ALL that certain piece, parcel or let of land, with all improvements thereon, or bereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the northern corner of the intersection of Elizabeth Drive and Edwards Road and being known and designated as a portion of Lot No. 317 on plat of Cherokee Forest, plat of which is recorded in the RMC Office for Greenville County in Plat Book EE at Pages 78 and 79, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Elizabeth Drive, said pin being at the northernmost corner of the intersection of Elizabeth Drive and Edwards Road and running thence along the northeastern side of Elizabeth Drive, N. 33-30 W., 240.4 feet to an iron pin; thence N. 56-30 E., 95.0 feet to an iron pin; thence with the common line of Lots No. 316 and 317, S. 33-30 E., 212.5 feet to an iron pin on the northwestern side of Edwards Road; thence with the northwestern side of said Road, S. 28-30 W., 85.0 feet to an iron pin; thence with the curve of the intersection of Elizabeth Drive and Edwards Road, S. 87-30 W., 23.2 feet to an iron pin, the point of beginning.

This being the identical property conveyed to the Mortgagors by deed of Kenneth W. Reed and Wanda H. Reed, as recorded May 26, 1978 in the RMC Office for Greenville County in Deed Book 1079 at Page 877.

GCTO ----- JL 29 8

287

Together with all and singular rights, members, herditaments, and appurtecances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or he had thereform, 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 units 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 O Mortgagoe forever, from and against the Mortgagor and all persons whomspever fawfully claiming the same or any part thereof.

4328' RV-2