

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

FILED
S.C.
43 PM '80
R.M.C. RUSSELL

WHEREAS, Allan L. Russo and Frankie M. Russo

(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

Fifty Thousand-----Dollars (\$ 50,000.00) due and payable

90 days from date,

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
TAX

with interest thereon from date at the rate of 16 1/2% 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, Paris Mountain Township; on the southern side of Wallingford Road at its intersection with Dronfield Drive, and being shown and designated as Lot No. 94 on plat entitled "Buxton," prepared by Piedmont Engineers and Architects, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4N, at Pages 2, 3, and 4, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Wallingford Road, the joint front corner of Lot Nos. 94 and 107, and running thence with the southern side of said Road, S. 79-58 E. 14.0 feet, thence continuing with said Road, S. 89-52 E. 156.75 feet to an iron pin at the intersection with Dronfield Drive; thence with said intersection, S. 28-51 E. 24.3 feet to an iron pin on the southwestern side of Dronfield Drive; thence with the southwestern side of said Drive, S. 32-09 W. 153.2 feet to an iron pin at the joint front corner of Lot Nos. 95 and 94; thence with the joint line of said lots, N. 57-51 W. 165 feet to an iron pin in the rear line of Lot No. 107; thence with the rear line of Lot Nos. 107 and 94, N. 32-09 E. 72.6 feet to an iron pin, the point of beginning.

This being the same property conveyed to the Mortgagors herein by deed of Buxton Builders, Inc., dated November 30, 1971, recorded in the RMC Office for Greenville County on December 6, 1971, in Deed Volume 931 at Page 145.

This mortgage is second and junior in lien to that mortgage given to First Federal Savings and Loan Association dated December 6, 1971, and recorded in the RMC Office for Greenville County on December 6, 1971 in Mortgage Book 1215 at Page 366, said mortgage being in the original amount of Thirty-Five Thousand Nine Hundred and No/100 (\$35,900.00) Dollars.

Also, all that certain piece, parcel or lot of land situate lying and being in Greenville County, South Carolina on the westerly side of Clarendon Avenue, and containing .59 acres, more or less, and having the following metes and bounds to-wit:

Beginning at an old iron pin on the westerly side of Clarendon Avenue and running thence with Clarendon Avenue S. 48-02 W. 232.85 feet to an old iron pin; thence N. 43-50 W. 207.2 feet to an iron pin on the easterly edge of the right-of-way of South Carolina Highway 253 and running thence with said right-of-way N. 52-35 E. 234.2 feet to an iron pin; thence S. 43-49 E. 288.6 feet to the point of beginning.

This being the same property conveyed to Allan L. Russo and Frankie M. Russo by deed of James M. Doehring and Gina G. Doehring by deed dated December 3, 1980 and recorded in the RMC Office for Greenville County December 3, 1980, in Deed Volume 1138 at Page 304.

(CONTINUED)

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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