

MORTGAGE OF REAL ESTATE

FILED

BOOK 1529 PAGE 209

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE COUNTY, S.C.
AUG 10 10 37 AM '81

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

DONN BANKERSLEY
R.M.C.

WHEREAS, Robert W. Kendall and Gail C. Kendall

(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 Thirty-Four Thousand and 00/100-----

Dollars (\$ 34,000.00) due and payable

under the terms of the Note of even date.

~~with interest thereon~~

~~with interest thereon~~

~~with interest thereon~~

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, the Mortgagee's heirs, 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, lying and being on the Northeastern side of Marseille Drive and it intersects with Beau Clair Drive and known and designated as Lot No. 101 of a subdivision known as Jenkins Estates, Section II, and shown on plat which is recorded in the R.M.C. Office for Greenville County in Plat Book 4 A at Page 45 and according to said plat has the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northeastern side of Marseille Drive and; running thence N. 63-36 E. 255 feet to an iron pin; running thence S. 26-24 E. 170 feet to an iron pin on the Northern side of Beau Clair Drive; running thence with the Northern side of said Drive S. 63-36 W. 230 feet to an iron pin at the intersection of Beau Clair Drive and Marseille Drive and; running thence with the intersection the chord of which is N. 71-24 W. to an iron pin on the Northeastern side of Marseille Drive; running thence with said Drive N. 26-24 W. 145 feet to an iron pin point of beginning.

THIS being the same property conveyed to the Mortgagors herein by deed of Capri & Weedon Builders, Inc. by deed recorded in the R.M.C. Office for Greenville County in Deed Book 1021 at Page 291 on July 16, 1975.

This is a second mortgage, junior in lien to that certain mortgage given by Robert W. Kendall and Gail C. Kendall to First Federal Savings and Loan Association on July 15, 1975 and being recorded in the RMC Office for Greenville County in Mortgage Book 1344 at page 8 on July 16, 1975.

The mortgagee's address is: PO Box 6807, Greenville, SC 29606

GCTC --- 1 JA 581 1103

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
DEED DOCUMENTARY
STAMP
\$ 10.00

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 is 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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