MARCHBANKS, CHAPMAN, BROWN & HARTER, P. A., 111 TOY STREET, GREENVELE, S. 6.29603

MORTGASE OF REALESTATE Mortgagor's Address: P.O. Box 6807

Greenville, S.O.

Greenville, S.C. 29606

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE \ \frac{J\_0}{00}

JUN 17  $2 \frac{S.C}{13PH} \frac{S.C}{83}$  MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS. MARTHA H. ELLISON, as Trustee and Individually

(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 Ten Thousand and no/100----- Dollars (\$ 10,000.00 ) due and payable

as per terms of note of even date

with interest thereon from

date

at the rate of 10.01

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe at and before the sealing and delivery of these presents, the receipt whereof is here-by acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagoe, 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, City of Greenville, being known and designated as Lot No. 91, on plat of Section II, Stone Lake Heights, recorded in the RMC Office for Greenville County, S.C., in Plat Book "W", at page 87, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southwestern side of Merimac Court, the joint front corner of Lots Nos. 91 and 92, and running thence with the line of Lot No. 92, S. 70-19 W. 174.8 feet to an iron pin; thence with the line of Lot No. 99; thence along rear line of Lots Nos. 99 and 100, N. 2-52 E. 110 feet to an iron pin at rear corner of Lot No. 90; thence with line of Lot No. 90, N. 87-26 E. 177.7 feet to an iron pin on southwestern side of Merimac Court following the curvature thereof, the chord of which is S. 23-42 E. 81.9 feet to the beginning corner.

This being the same property conveyed to the mortgagor by deed of Bankers Trust of South Carolina, N.A. as Executor of the estate of Edna L. Pack, William S. McCollum, Annette M. Henry, and Louise Bentz Tourtellot dated November 15, 1974, and recorded November 26, 1974 in Mortgage Book 1010, page 873 in the R.M.C. Office for Greenville County.

This is a second mortgage and is junior in lien to that mortgage executed by Martha H. Ellison, as Trustee and Individually to Southern Bank and Trust Company, Greenville, South Carolina, which is dated November 26, 1974 and recorded on November 26, 1974 in Mortgage Book 1328 at page 487 in the R.M.C. Office for Greenville County.

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 such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

CTO 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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