

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

JUN 27 1983 TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, W. Lindsay Smith and Julie S. Smith (formerly Julie Ellen Simons)

(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

in forty-eight (48) consecutive monthly installments, commencing August 1, 1983

with interest thereon from even date at the rate of ten (10%) per centum per annum, to be paid: in accordance with the terms of said promissory note

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, City of Greenville, being known and

designated as Lot 20 on a plat of "Estate of D. W. Cochran and Minnie P. Cochran" recorded in the RMC Office for Greenville County in Plat Book I at Pages 92 and 93 and being further shown on a more recent plat entitled "Property of W. Lindsay Smith and Julie Ellen Simons" dated September 3, 1980, prepared by Carolina Surveying Company and having, according to said plats, the following metes and bounds to-wit:

BEGINNING at an iron pin on the northern side of West Tallulah Drive at the joint front corner with Lot 21 and running thence along with joint line with Lot 21 N. 34-10 W. 230.2 feet to an iron pin at the joint rear corner with Lot 21; thence running N. 37-56 E. 63 feet to an iron pin at the joint rear corner with Lot 19; thence running along the joint line with Lot 19 S. 34-10 E. 249.5 feet to an iron pin on the northern side of West Tallulah Drive at the joint front corner with Lot 19; thence running along the northern side of West Tallulah Drive S. 55-50 W. 60 feet to an iron pin at the joint front corner with Lot 21, being the point of beginning.

This is the same property conveyed to the Mortgagors by deed of Fred E. Curry, Sr. dated September 26, 1980, and recorded in the R.M.C. Office for Greenville County on September 26, 1980, in Deed Book 1134 at Page 335.

This mortgage is junior in lien to that certain mortgage given by the Mortgagors to First Federal Savings and Loan Association in the original sum of \$55,100.00 dated September 26, 1980 and recorded in the R.M.C. Office for Greenville County on September 26, 1980, in Mortgage Book 1517 at Page 834.

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STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY  
STAMP  
TAX  
0400

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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