

MARCHBANKS, CHAPMAN, BROWN & HARTER, P. A., 111 TOY STREET, GREENVILLE, S. C. 29603

MORTGAGE OF REAL ESTATE

REC-1632 PAGE 516

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

FILED  
GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE

DECEMBER 3 1973 TO APPEAR WHOM THESE PRESENTS MAY CONCERN:  
DORRIS S. WARRENSLEY  
R.M.C.

WHEREAS we, TRAVIS E. NEWTON and LAURA M. NEWTON,  
(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 Twenty Five Thousand (\$25,000.00) and NO/100-----

Dollars (\$ 25,000.00 ) due and payable

per terms of Promissory Note of even date

with interest thereon from date at the rate of 14.0 per centum per annum, to be paid: per terms of 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, lying on the southern side of Woodbury Circle, known and designated as Lot #45 on Plat of Broadmoor by Piedmont Engineering Service dated July, 1960, and recorded in the Office of the RMC for Greenville County in Plat Book RR at Page 47, and having, according to a more recent plat and survey entitled property of James Driscoll Neafsey and Elizabeth A. Neafsey prepared by Campbell and Clarkson on September 25, 1969, recorded in the Office of the RMC for Greenville County in Plat Book 4C at Page 67, the following metes and bounds:

BEGINNING at an iron pin on the southern side of Woodbury Circle, joint front corner of Lots #44 and #45, which pin is 259.6 feet in an easterly direction from the intersection of Cahu Drive and Woodbury Circle, and 100 feet to an iron pin at the joint front corner of Lots #45 and #46; thence with the common line of said lots S04-19W 160.00 feet to an iron pin; thence N85-41W 100.00 feet to an iron pin; thence N04-19E 160.00 feet to an iron pin; the beginning corner.

This is the identical property conveyed unto Mortgagors herein by Deed of James Driscoll Neafsey and Elizabeth A. Neafsey, dated March 19, 1973 and recorded March 20, 1973 in the RMC Office for Greenville County, South Carolina in Deed Book 970 at Page 423.

This mortgage is second and junior in priority to that certain mortgage given by James Driscoll Neafsey and Elizabeth A. Neafsey to Cameron-Brown Company, dated September 30, 1969 and recorded September 30, 1969 in the RMC Office for Greenville County, South Carolina in Mortgage Book 1138 at Page 151, in the original principal amount of Twenty Five Thousand Five Hundred (\$25,500.00) Dollars and NO/100. Said mortgage was subsequently assigned to Security Federal Savings and Loan Association of St. Petersburg by assignment dated October 17, 1969, and recorded in the RMC Office for Greenville County in Mortgage Book 1140 at Page 287.

RECEIVED  
COMMUNITY BANK  
GREENVILLE, S.C.  
DECEMBER 3 1973  
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 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 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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