

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

MORTGAGE OF REAL ESTATE

Mortgagee's Address:
P.O. Box 6807
Greenville, SC

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

DETT R. HANSELL
CYNTHIA C. HANSELL
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

BOOK 1633 PAGE 364

WHEREAS we, JOHN F. HAMILTON, JR. and LEAH M. HAMILTON,
(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 Six Thousand Seven Hundred Fifty and NO/100-----

Dollars (\$ 6,750.00) due and payable

per terms of Promissory Note of even date

with interest thereon from date at the rate of 16.5% 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 and being on the northeastern side of Folkshire Court near the City of Greenville, being known and designated as Lot No. 63 as shown on a plat of Westcliffe, prepared by Piedmont Engineers & Architects, dated December 11, 1963, revised May 12, 1965, revised September 24, 1965, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book JJJ at Pages 74 and 75, and having according to said plat the following metes and bounds:

BEGINNING at an iron pin on the northeastern side of Folkshire Court at the joint corner of Lots Nos. 62 and 63, and running thence with the line of Lot No. 62 N. 50-53 E. 144.7 feet to an iron pin at the joint rear corner of Lots Nos. 62 and 61; thence with the line of Lot No. 61 N. 50-53 E. 55 feet to an iron pin; thence N. 63-54 W. 188 feet to an iron pin at the joint rear corner of Lots Nos. 63 and 64; thence with the line of Lot No. 64 S. 6-53 W. 160 feet to an iron pin on the northeastern side of Folkshire Court; thence with the curve of Folkshire Court, the chord of which is S. 54-52 E. 35 feet to an iron pin; thence continuing with the curve of Folkshire Court, the chord of which is S. 8-18 E. 30 feet to the point of beginning.

This is the identical property conveyed unto Mortgagors herein by Deed of Dennett R. Hansell and Cynthia C. Hansell, dated August 10, 1973, recorded August 10, 1973 in the RMC Office for Greenville County, South Carolina in Deed Book 981 at Page 443.

This mortgage is second and junior in priority to that certain mortgage given by John F. Hamilton, Jr. and Leah M. Hamilton to Carolina Federal Savings and Loan Association of Greenville, South Carolina, dated August 10, 1973 and recorded August 10, 1973 in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1287 at Page 533.

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STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
STAMP
TAX \$ 02.78

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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