

MORTGAGE OF REAL ESTATE

FILED

GREENVILLE CO. S. C.

VOL 1000 10024

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

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MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN

DONNIE S. W. WATKINS  
R.M.C.

WHEREAS We, BOYD TOLLISON, JR. and MILDRED W. TOLLISON,

(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 Seven Thousand Two Hundred Thirty One and 92/100\*\*\* Dollars (\$ 7,231.92 ) due and payable

Per terms of Promissory Note of even date

with interest thereon from date at the rate of 16% 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 Mortgagee 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, near the City of Greenville, and being known and designated as Lot Number 59 of the Property of Wm. R. Timmons, Jr., according to a plat of record in the RMC Office for Greenville County in Plat Book XX at Page 9, and having the following metes and bounds, to-wit:

BEGINNING at a point on the southwestern side of Penarth Street at the joint front corner of Lots 58 and 59 and running thence with the southwestern side of Penarth Street, N. 31-07 W. 90 feet to a point at the joint front corner of Lots 59 and 60; thence S. 58-53 W. 175 feet to a point at the joint rear corner of Lots 59 and 60; thence S. 31-07 E. 90 feet to a point at the joint rear corner of Lots 58 and 59; thence N. 58-53 E. 175 feet to the point of beginning.

This is the same property conveyed unto Mortgagors herein by Deed of Clyde L. Dorr, recorded in the RMC Office for Greenville County on May 6, 1964, in Deed Book 748 at Page 233.

This mortgage is second and junior in priority to that certain mortgage given by Boyd Tollison, Jr. and Mildred W. Tollison to First Federal Savings and Loan Association, dated August 31, 1978 and recorded September 6, 1978, in the RMC Office for Greenville County, South Carolina in Mortgage Book 1443 at Page 340.

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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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