

MARCHBANKS, CHAPMAN, & HARTER, P.A. 111 TOY STREET, GREENVILLE, S. C. 29603
MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

Grantee's Address:
P.O. Box 6807
Greenville, SC 29606

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS WE, DOUGLAS FOSTER and VIRGINIA L. FOSTER,

(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 Thirty Five Thousand Two Hundred Seventy Five and NO/100----- Dollars (\$ 35,275.00) due and payable

PER TERMS OF PROMISSORY NOTE OF EVEN DATE

with interest thereon from _____ date _____ at the rate of 14.19% 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.

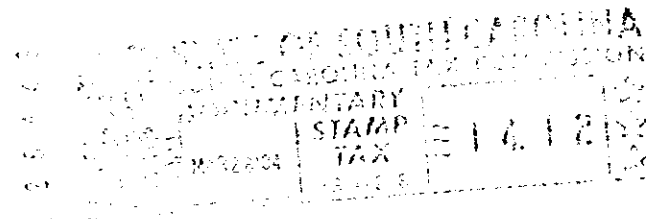
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 at the Southwestern corner of the intersection of Annette Drive and Conway Drive, being known and designated as Lot No. 13, Section 1, of Pleasantburg Forest Subdivision, plat of which is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book GG at Page 163 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Western side of Annette Drive, joint corner of Lots No. 13 and 24 and running thence with the common line of said lots N. 78-22 W. 126 feet to an iron pin; thence with the common line of Lots Nos. 13 and 14 N. 11-38 E. 158 feet to an iron pin on the southern side of Conway Drive; thence with said Drive S. 78-22 E. 78.3 feet to an iron pin at the Southwestern corner of the intersection of Conway Drive and Annette Drive; thence with the curve of said intersection, the chord being S. 36-55 E. 37.5 feet to an iron pin from the western side of Annette Drive; thence with said Drive S. 4-32 W. 161.3 feet to an iron pin, the point of beginning.

This is the identical property conveyed unto Mortgagors herein by Deed of Patricia S. Corpening, dated October 30, 1972, recorded October 31, 1972, in the RMC Office for Spartanburg County, South Carolina, in Deed Book 959 at Page 215.

This mortgage is second and junior in priority to that certain Mortgage given by Vernon Arthur Hill to United Mortgagee Servicing Corporation, dated October 28, 1968, recorded November 4, 1968, in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1108 at Page 219, in the original amount of \$27,950.00.



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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