STATE OF SOUTH CABOLINA HOY 21 4 49 PH '73 COUNTY OF GREENVILLE DO NIE S. TANKERSLEY R.M.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS. We, JAMES W. PEACOCK, JR. and ROSALIND C. PEACOCK,

(hereinafter referred to as Mortgagor) is well and truly indebted unto COMMUNITY BANK,

(bereinafter 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

NINE THOUSAND FOUR HUNDRED FIFTY AND NO/100---- Dollars (\$ 9,450.00) due and payable In sixty (60) monthly installments of ONE HUNDRED FIFTY-SEVEN AND 50/100 (\$157.50) DOLLARS, in accordance with note of even date herewith.

with interest thereon from date hereof at the rate of 7

per centum per annum, to be paid:

Sixty (60) Monthly Installments.

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, hing and being in the State of South Carolina, County of Greenville, being on the eastern side of Live Oak Way, shown as Lot No. 80, on plat of Section III, of Oakwood Acres, dated 4-4-63, by Piedmont Engineering Service, recorded in Plat Book "EEE", at Page 73, in the R.M.C. Office for Greenville County and having such metes and bounds, as shown thereon.

It is understood that this mortgage is junior in lien to that certain mortgage executed by the Mortgagor to Cameron-Brown Company in the original sum of \$13,800.00 on 12-8-65, and recorded in Mortgage Book 1016, at Page 83, and re-recorded 5-5-66 in Mortgage Book 1030, at Page 217.



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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

3.5 a.c.