LAW OFFICES OF BRISSEY, LATHAN, FAYSSOUX, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE JUL 10 10 34 AM '80 MORTGAGE OF REAL ESTATE ANNERSLETO ALL WHOM THESE PRESENTS MAY CONCERN.

K. Benjamin K. Risinger WHEREAS,

(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 Thirteen Thousand Nine Hundred Thirty-Eight and 75/100----

Dollars (\$ 13,938.75 ) due and payable

90 days after date on 10-15-80

with interest thereon from maturity

<u>.</u>,

at the rate of 13.18 % per centum per annum, to be paid:

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 thereo, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagor at any time for advances made to or for his account of any other and further sums for which the Mortgagor may be indebted to the Mortgagor at any time for advances made to or for his account by the Mortgagor, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagor, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagor at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold mortgagor at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold mortgagor at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold mortgagor at any time for advances made to or for his account.

"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, being known and designated as Lot No. 96 of a subdivision known as Pebble Creek, Phase I as shown on plat thereof prepared by Enwright Associates, dated October, 1973 and revised March 22, 1974 and recorded in the R.M.C. Office for Greenville County in Plat Book 5-D at Page 38 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of the turnaround on Terrapiń Trail at the joint front corner of Lots 95 and 96 and running thence with joint line of said lots S 19-47 E. 149.75 feet to an iron pin; thence S. 61-34 W. 254.77 feet to an iron pin, joint rear corner of Lots 96 and 97; thence with joint line of said lots N. 25-57 E. 296.6 feet to an iron pin on the southern side of Terrapin Trail; thence with the turnaround of Terrapin Trail following the curvature thereof the chord of which is S. 84-02 E. 43.38 feet to the point of beginning.

THIS mortgage is junior in lien to that certain mortgage from K. Benjamin H. Risinger to First Federal Savings and Loan Association recorded in the R.M.C. Office for Greenville County in Mortgage Book 1419 at Page 893 on December 30, 1977 in the original amount of \$ 60,000.00 and having an approximate balance of \$ 58,932.89.

THE address of the Mortgagee herein is: P. O. Box 6807, Greenville, S. C. 29606

THIS Being the same property as conveyed to the Mortgagor herein by deed of Southern Service Corporation by deed recorded in the R.M.C. Office for Greenville County in Deed Book 1071 at Page 41 on Decebmer 30, 1977.

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 is 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.