MORTGAGLE'S ADDRESS: P.O. Box 6807, Greenville, S.C. 29606

_ g = 00. \$. C.

COUNTY OF GREENVILLE TERSLEY

MORTGAGE OF REAL ESTATE ELEM 1557 FACE 721

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS. Donald L. Miller and Shirley B. Miller

(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

Forty Thousand and No/100----- Dollars (\$ 40,000.00) due and payable

in accordance with the terms of a note of even date herewith

with interest thereon from date

at the rate of

per centum per annum, to be paid:

grant per afer a good parties in the

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagoe for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, require, or for any other purposes:

18

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe at and before the sealing and delinery 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 Mortgagoe, 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, located on the Northern side of Bridgewater Drive, and being known and designated as Lot No. 317, plat of Botany Woods, Sector VII, recorded in the RMC Office for Greenville County, in Plat Book YY at Pages 76 and 77, reference to said plat being craved for a metes and bounds description thereof.

ALSO: All that piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, shown and designated as Lot No. 55 on a plat prepared by C. O. Riddle, dated October, 1966, and recorded in the RMC Office for Greenville County in Plat Book GGG at Page 494, reference to said plat being craved for a metes and bounds description thereof.

This is the same property conveyed to the Mortgagors herein by deed of Merrill Lynch Relocation Management, Inc. dated November 9, 1981, to be recorded herewith; and by deed of K. Lamont Smith and Marie R. Smith dated June 29, 1977, recorded in the Office of the RMC for Greenville County in Deed Book 1059 at Page 628.

This mortgage is second and junior in lien to that certain mortgage given this date to American Federal Savings and Loan Association in the original amount of \$72,650.00 to be recorded herewith. (Lot 317, Botany Woods, Sector VII.)

This mortgage is second and junior in lien to that certain mortgage given to First Federal Savings & Loan Association of Greenville, South Carolina by Donald L. Miller, with an outstanding balance of \$29,208.34 as recorded in the office of the RMC for Greenville County (Lot #55 of C.O. Riddle Plat)

DOCUMENTARY STAMP

815

0008

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertising, 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.