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

MORTCAGE OF REAL ESTATE

2007**1588** PAGE **478**

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

AMOUNT FINANCED - \$25,000.00

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

WHEREAS, Brian A. King and Patricia G. King

thereinafter 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 data herewith, the terms of which are incorporated herein by reference, in the sum of Twenty-Six Thousand Seven Hundred Fifty-Nine and 72/100

Dollars (\$ 26,759.72) due and payable

as provided for in Promissory Note executed of even date herewith, the terms of which are incorporated herein by reference thereto.

WEST XXII SERVICE PROCESS AND THE SERVICE SER

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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 Mortgugor, 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 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, the Mortgagee's heirs, 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, in Austin Township, on the northeastern side of Bethel Road and being known and designated as Lot No. 43 on a plat of HOLLY TREE PLANTATION recorded in the RMC Office for Greenville County in Plat Book 4-X at Pages 32 and 37, inclusive, reference to which is hereby made for a more complete metes and bounds description.

THIS is the same property as that conveyed to the Mortgagors herein by deed from P. and W. Builders, a Partnership recorded in the RMC Office for Greenville County in Deed Book 1167 at Page 260 on May 21, 1982.

THIS is a second mortgage subject to that certain first mortgage to P. and W. Builders, a Partnership, recorded in the RMC Office for Greenville County in Mortgage Book 1570 at Page 560 on May 21, 1982 in the original amount of \$120,000.00.

THE mailing address of the Mortgagee herein is 416 E. North Street, Greenville, S. C.

STAMP

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 Mortgagor forever from and article that the said premises unto the Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.