MORTGAGE OF REAL ESTATE--Prepared by WILKINS & WILKINS, Attorneys at Law, Greenville, S. C. VOL 1653 PAGE 837

STATE OF SOUTH CAROLINA COUNTY OF GREINVILLE

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

WHEREAS, J. BARRY BISHOP and ANNE FARRAR BISHOP

COMMUNITY BANK, P.O. Box 6807 (hereinafter referred to as Mortgagor) is well and truly indebted unto Greenville, South Carolina 29606

(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 TWO HUNDRED FIFTY THOUSAND and 00/100--------- Dollars (\$ 250, 000.00) due and payable

according to terms of note dated March 26, 1984

with interest thereon from

at the rate of

per centum per annum, to be paid:

The Mortgagor has the right to repay the entire amount on this mortgage at any time without penalty.

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 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 scaling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and leave the Mortgagoe the M 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

ALL that piece, parcel, tract of land, containing 2.81 acres, with improvements thereon, situate, lying and being on the northern side of Byrd Boulevard in the City of Greenville, County of Greenville, State of South Carolina, and shown and designated as Lts. 292, 293, 231, 232, 233, 234 & Pt.Lt. 230 on plat entitled "Property of Douglas N. Kelly", dated November 26, 1979, and recorded in the RMC Office for Greenville County, S.C. in Plat Book 7-Q, at Page 58, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the northwestern corner of the intersection of Byrd Boulevard and Rock Creek Drive and running thence with the northern side of Byrd Boulevard the following courses and distances: N. 75-25 W. 103.9 feet to an iron pin; N. 63-05 W. 276.3 feet to an iron pin on the northern side of Byrd Boulevard; thence a new line through Lot No. 230, N. 26-39 E. 193.7 feet to an iron pin in the line of Lot No. 235; thence with the line of Lot No. 235, S. 58-10 E. 65.1 feet to an iron pin; thence with the line of Lots Nos. 235 through 239, N. 62-34 E. 297.6 feet to an iron pin at the joint rear corner of Lot No. 291; thence with the line of Lot No. 291, S. 28-05 E. 245.3 feet to an iron pin on the western side of Rock Creek Drive; thence with the western side of Rock Creek Drive the following courses and distances: S. 56-16 W. 120.3 feet to an iron pin; S. 30-37 W. 83.3 feet to an iron pin; S. 24-12 W. 79.2 feet to the point of beginning.

THIS is the same property conveyed to mortgagors by James H. Morgan and Margaret O. Morgan by deed of even date herewith to be recorded.

THIS mortgage is junior in lien to that certain mortgage of Carolina National Mortgage Investment Co., recorded November 27, 1979 in mortgage volume 1489 at page 470.

STATE OF SOUTH CARCUMA SAME SOME CARCUMA

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.

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THE REAL PROPERTY AND ADDRESS OF THE