

BOOK 1539 PAGE 396

HORTON, DRAWDY, HAGINS, WARD & JOHNSON, P.A. 307 PETTIGRUE ST., GREENVILLE, S.C. 29603

STATE OF SOUTH CAROLINA }

MORTGAGE OF REAL ESTATE

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COUNTY OF GREENVILLE FILED

GREENVILLE CO. & ALL WHOM THESE PRESENTS MAY CONCERN:

MR 18 12 57 PM '81

WHEREAS, Wayne P. Comstock and Donna G. Comstock

(hereinafter referred to as Mortgagors) is well and truly indebted unto Community Bank

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagors' promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Thirty-Five Thousand and No/100----- Dollars (\$35,000.00) due and payable

N. 74-34 W. 231.6 feet to an iron pin; thence S. 47-58 W. 71 feet to an iron pin; thence S. 5-44 E. 94.8 feet to an iron pin, the joint rear corner of Lots 10 and 11; thence along the common line of Lots 10 and 11, S. 88-25 E. 248 feet to an iron pin on Selwyn Drive; thence along the Western side of Selwyn Drive, N. 11-26 E. 90 feet to the point and place of BEGINNING.

This is the same property conveyed to the Mortgagors herein by deed of Theodore A. Watson and Lee Ann Watson dated December 29, 1975, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1029, at Page 420.

Dennis J. Tolson  
RMC

PAID & SATISFIED

216-17

This 24 Day of July 1981

I have with all and singular rights, members, instruments, and appurtenances to the same belonging in any way whatsoever or appertaining, and of all the rents, issues, and profits which may accrue to be had therefrom, and including all heating, plumbing, and lighting apparatus or fixtures which may be attached thereto, or may be attached 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 Mortgagee 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 Mortgagee 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 in any part thereof.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, contributions or credits that may be made hereafter to the Mortgagee by the Mortgagor so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

(2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums thereon when due, and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.

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