84 MGE 1933

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE $\mathcal{E}_{\mathcal{C}}$ OF REAL ESTATE ILL WHOM THESE PRESENTS MAY CONCERNI

WHEREAS, JIMMY L. STEPHENS

(hereinafter referred to as Mortgagor) is well and truly indebted unto COMMUNITY BANK, whose address is Post Office Box 6807, Greenville, S.C., 29606,

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are in-

---- Dollars (\$ 10,000.00) due and payable TEN THOUSAND AND NO/100-as per the terms of said note

T 35-20 E. 113 feet to an iron pin, joint front corner of Lots 124 and 125; α thence S. 57-06 W. 218.41 feet to an iron pin; thence N. 31-07 W. 120 feet to an iron pin, joint rear corner of Lots 123 and 124; thence N. 59-01 E. 210 Feet to the point of beginning.

This being a portion of the property conveyed to the Mortgagor herein by deed of William R. Rowan, III, and Judith G. Rowan recorded January 5, 1979, in the RMC Office for Greenville County, S.C., in Deed Book 1094 at Page 880.

This is a second mortgage junior in lien to that mortgage from Jimmy L. Stephens to First Federal Savings and Loan Association recorded March 30, 1981, in the RMC Office for Greenville County, S.C., in Mortgage Book 1536 at Page 471, securing \$66,650.00.

Together of the first and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all builtie 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 futures 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 bereinabove 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 liers 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.