

JUL 26 12 42 PM '77

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

RONNIE S. TANKERSLEY  
R.M.C.

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

WHEREAS, Shirley C. Buchanan

(hereinafter referred to as Mortgagor) is well and truly indebted unto Community Bank, P. O. Box 6807, Station B, Greenville, S. C., 29606

(hereinafter referred to as Mortgagee) as evidenced by ~~XXXXXX~~ Carolina Marketing, Inc.'s promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of -----

One Hundred Twenty-Five Thousand and No/100----- Dollars (\$ 125,000.00 ) due and payable as per the terms of said note;

with interest thereon from date ~~XXXXXX~~ ~~XXXXXXXXXXXX~~ to be paid: as per the terms of said note.

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 Mortgagee 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, its 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, on the northerly side of Merrifield Court and being known and identified as Lot No. 105 according to a plat entitled "Final Plat Revised, Map No. 1, Foxcroft, Section II", which plat is recorded in the RMC Office for Greenville County, S.C. in Plats Book 4-N at Pages 36 and 37, and having such metes and bounds as shown thereon.

This being the identical property conveyed to Jack O. Buchanan and Shirley C. Buchanan by deed of Thomas E. Talley, Inc. recorded in the RMC Office for Greenville County, S. C. on Deeds Book 976 at Page 137 on June 5, 1973. Jack O. Buchanan conveyed his interest in said property to Shirley C. Buchanan by deed recorded in the RMC Office for Greenville County, S. C. in Deeds Book 1055 at Page 253 on April 25, 1977.

This mortgage is second and junior in lien to the mortgage assumed by the mortgagor herein and Jack O. Buchanan to Fidelity Federal Savings and Loan Association, dated and recorded on February 14, 1973 in the RMC Office for Greenville County, S. C. in Mortgages Book 1267 at Page 211.

This mortgage is given as additional security for that certain promissory note given by Carolina Marketing, Inc. to Community Bank.

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RECORDED  
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PB. 11218

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 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.

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