

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

JUL 28 3 54 PM '77

MORTGAGE OF REAL ESTATE

DONNIE S. TANKERSLEY BY WHOM THESE PRESENTS MAY CONCERN:
R.M.C.

WHEREAS, I, JOHN N. BADGER

(hereinafter 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 date herewith, the terms of which are incorporated herein by reference, in the sum of Thirteen Thousand Five Hundred Fifty Two and 20/100-----

----- Dollars (\$13,552.20) due and payable

according to the terms of the note for which this mortgage stands as security.

including
/ with interest thereon from date at the rate of 7 per centum per annum, to be paid: monthly

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, Chick Springs Township, located about one mile northeast from Chick Springs, and being shown as Lots Nos. 9 and 10 on a plat of property made for Peter H. Wuest by R.K. Campbell, Surveyor, dated January 24, 1961, revised January, 1963, to include Lots 9 and 10, original plat recorded in Plat Book AAA, Page 141, Greenville County R.M.C. Office, and has the following courses and distances, to-wit:

BEGINNING at an iron pin on the west side of Badger Drive at the corner of lot marked "Peter H. Wuest", and runs thence along the line of said lot S. 65-25 W. 331.9 feet to center of Lick Creek (iron pin set off 13 feet on east bank); thence N. 62-00 W. 125.8 feet up the creek, the creek the line, to corner of Lot No. 9; thence N. 65-03 W. 131.4 feet still with said creek to iron pin, iron pin set off on east bank on line of Conway Woods Property; thence N. 65-25 E. 485.5 feet, more or less, along the line of Conway Woods to corner or end of Badger Drive; thence S. 24-25 E. 200 feet along the west side of Badger Drive to the beginning corner.

This being the identical property conveyed to Johnny M. Badger by deed of Peter H. Wuest, recorded in Greenville County Deed Book 737 at Page 192, and thereafter conveyed to John N. Badger by corrective deed dated November 11, 1965, and recorded November 12, 1965, in Greenville County Deed Book 786 at Page 117.

This mortgage is junior in lien to that certain mortgage executed in favor of Greer Federal Savings & Loan Association in the original amount of \$15,000.00 recorded in the R.M.C. Office for Greenville County in Real Estate Mortgage Book 1013, Page 550. Said mortgage has a present balance of \$8,567.54.

RECORDED
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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