

MORTGAGE OF REAL ESTATE—Office of Wyche, Burgess, Freeman & Parham, P.A. Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
S.C.
37 PM '80

SECOND
MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: Michael E. Tracy and Ann B.

Tracy (hereinafter referred to as Mortgagor) SEND (\$) GREETING:

WHEREAS, the 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

Thirty Eight Thousand and No/100 ----- DOLLARS (\$ 38,000.00)
with interest thereon from date at the rate of 17% per centum per annum, said principal and interest to be repaid as follows: Payable on August 21, 1980 with interest to be paid at maturity.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced 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 heirs, successors and assigns the following described piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon:

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, being shown as Lot No. 39 on that certain plat of Edwards Forest, Section III, prepared by Dalton & Neves, Engineers, dated April, 1965, and recorded in the R.M.C. Office for Greenville County in Plat Book BBB, Page 185, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Wood Creek Drive, the joint front corner of Lots 39 and 40 and running thence S. 07-18 E. 373 feet to a point at the rear of Lots 39 and 40; thence running along the branch of Mountain Creek, N. 57-29 W. 165.5 feet to a point; thence along the branch of said creek, N. 83-01 W. 46 feet to a point at the rear of Lots 38 and 39; thence running along the common line of Lots 38 and 39 N. 04-46 E. 458.7 feet to an iron pin at the joint front corner of Lots 38 and 39; thence along Wood Creek Drive S. 86-44 E. 80.7 feet to an iron pin; thence continuing along Wood Creek Drive S. 87-29 E. 18.3 feet to point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Edward R. Davis and Jeannette K. Davis, dated May , 1980, and recorded in the R.M.C. Office for Greenville County, S.C. on May , 1980 in Deed Book 1124 at Page 295.

OFFICE OF THE CLERK OF THE COURT
GREENVILLE COUNTY, S.C.
RECORDED
MAY 10 1980

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or fixtures now or hereafter attached, connected, or fitted 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.

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