

MARCHBANKS, CHAPMAN, & HARTER, P.A.
MORTGAGE OF REAL ESTATE -
S.C.

111 TOY STREET, GREENVILLE, S.C. 29603
1588 798

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

DEC 13 4 47 PM '82
R.M.C. HARRISLEY

MORTGAGE OF REAL ESTATE

Mortgagee's address:
P. O. Box 6807
Greenville, S.C. 29606

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Freida M. Collette

(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 Ten Thousand Five Hundred and no/100 Dollars (\$ 10,500.00) due and payable

per terms of note of even date

with interest thereon from date at the rate of 11.5 per centum per annum, to be paid:

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 southerly side of Brushy Creek Road, being shown and designated as Lot No. 5 on plat of Carriage Estates, recorded in the RMC Office for Greenville County, S.C. in Plat Book PPP at Page 15, and being described more particularly according to plat of Freida M. Collette dated December 21, 1981, prepared by Freeland and Associates, to-wit:

BEGINNING at an iron pin at the joint front corner of Lots Nos. 4 and 5, on the southerly side of Brushy Creek Road, and running thence S. 4-18 W. 175.73 feet to an iron pin; running thence S. 85-23 E. 100 feet to an iron pin, joint rear corner of Lots No. 5 and 6; running thence with the joint line of said lots N. 4-18 E. 176.45 feet to an iron pin on the southerly side of Brushy Creek Road; thence with the southerly side of Brushy Creek Road N. 85-48 W. 100 feet to the point of beginning.

This being the same property conveyed to the Mortgagor herein by deed of Michael W. Pannell recorded on January 29, 1967 in Deed Book 861 at Page 130.

This mortgage is second and junior in priority to that certain mortgage given by Freida M. Collette to First Federal Savings & Loan Association dated December 22, 1981 and recorded in R.E.M. Book 1560 at Page 317.

2 DEC 13 82 1548

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
DEC 13 1982
04.20
P.B. 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 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 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.

979

4328 RV-2