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MORTGAGE OF REAL ESTATE—Offices of Leatherwood, White, Todd & Spann, Attorneys at Law, Greenville, S. C.

GREENVILLE COUNTY, S. C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

DEC 29 10 59 AM '75 MORTGAGE OF REAL ESTATE
DONNIE S. TANKERSTON ALL WHOM THESE PRESENTS MAY CONCERN:
R.M.C.

WHEREAS, GAVIN R. BERRY AND BETTY JO BERRY

(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 and No/100

Dollars (\$10,000.00) due and payable

Ninety (90) days from date

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

(90) days from date.

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, the Mortgagee's heirs, 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 southern side of Parkins Mill Road in the City of Greenville, being shown as the eastern portion of Tract #1 on plat of Parkins Lake Development, recorded in the R.M.C. Office for Greenville County in Plat Book GG at Page 39, and having, according to said plat and a survey made by Piedmont Engineers & Architects, dated June 30, 1965, on which this property is designated as Tract "A", the following metes and bounds, to-wit:

Beginning at a point in Parkins Mill Road at the northeastern corner of said Tract #1 on plat referred to above and running thence S. 10-54 E. 939.8 feet to an iron pin; thence S. 32-40 W. 144.55 feet to an iron pin; thence through Lot #1 N. 28-13 W. 801.48 feet to a point in Parkins Mill Road; thence along Parkins Mill Road N. 45-05 E. 63.95 feet to a point; thence continuing along Parkins Mill Road N. 38-35 E. 375 feet to the beginning corner and containing 5 acres, more or less.

It is understood and agreed between the parties hereto that this mortgage is junior in lien to that certain mortgage given by the Mortgagors herein to Fidelity Federal Savings and Loan Association, said mortgage being dated August 24, 1965 and recorded in the R.M.C. Office for Greenville County in Mortgage Book 1005 at Page 528.



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.