

10 22 1977
S. JAMES HICKMAN
LEAH M. HICKMAN

1390 439

MORTGAGEES ADDRESS
P.O. Box 6807
Greenville, S.C. 29606

MORTGAGE

(Participation)

This mortgage made and entered into this 28th day of February 19 77, by and between Larry James Hickman and Leah M. Hickman

(hereinafter referred to as mortgagor) and
COMMUNITY BANK (hereinafter referred to as mortgagee), who maintains an office and place of business at East North Street, Greenville, S.C.

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Greenville State of South Carolina on the eastern side of Richmond Drive and being known and designated as Lot 4 on Plat of Richmond Hills, Section 3 prepared by Carolina Engineering & Surveying, recorded in Plat Book "JJJ", at Page 81, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Richmond Drive, joint front corner of Lots 3 and 4 and running thence along said Drive N. 16-09 W. 69.1 feet to an iron pin; thence continuing along said Drive N. 34-11 W. 31 feet to an iron pin; thence along the joint line of Lots 4 and 5 N. 69-38 E. to an iron pin at the joint rear corner of Lots 4 and 5; thence S. 34-30 E. 36 feet to an iron pin; thence S. 16-09 E. 80 feet to an iron pin; thence along the joint line of Lots 3 and 4 S. 79-51 W. 150 feet to an iron pin.

The above is the same property conveyed to the mortgagors by deed of Claude Newton Johnson, Jr. et al by deed recorded on July 17, 1975 in Deed Book 1021 at Page 418.

This mortgage is junior in lien to the mortgage given by the mortgagors to First Federal Savings & Loan Association in the original amount of \$29,250.00 recorded July 17, 1975 in Mortgage Book 1344 at Page 41.

4500
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX
FEB 1977
08.00

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated February 28 1977, in the principal sum of \$ 20,000.00, signed by Larry J. & Leah M. Hickman, in behalf of Li'l O'l' Pizza Man

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