

JAN 29 11 17 AM '79

MORTGAGE BOOK 1439 PAGE 184

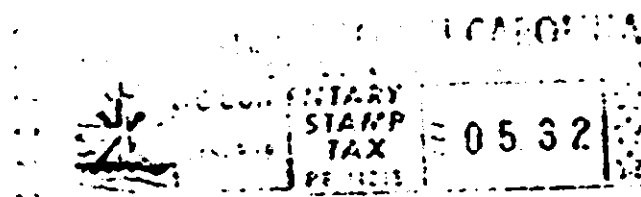
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLEDONNIE S. TANNER, CLERK
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Creative Investors, a partnership(hereinafter referred to as Mortgagor) is well and truly indebted unto **Community Bank, Greenville, South Carolina**(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 TWO HUNDRED EIGHTY SIX AND 16/100**-----Dollars (\$ 13,286.16) due and payable
in sixty (60) monthly payments of \$298.91 each beginning February 22, 1979 with a like
payment each month until paid in full

with interest thereon from date at the rate of 12 1/2% 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, being designated as Lots Nos. 27 and 28, Carlton Avenue on plat of Property of Fallis Realty Company prepared by W.M. Rast, Engineer, March 1929, recorded in the RMC Office for Greenville County in Plat Book H at Pages 145 and 146 with reference to said plat being made for metes and bounds.****ALSO:****ALL that certain piece, parcel or lot of land in the State and County aforementioned known and designated as Lot No. 4 on a plat of Property of Linda J. Acker prepared by Carolina Surveying Company dated November 17, 1977 recorded in Plat Book 6-K at Page 41 with reference to said plat being made for metes and bounds.****ALSO:****ALL that certain piece, parcel or lot of land in the State and County aforementioned being known and designated as Lot No. 6 on a plat of Property of Linda J. Acker prepared by Carolina Surveying Company dated November 17, 1977 recorded in Plat Book 6-K at Page 42, RMC Office for Greenville County with reference to said plat being made for metes and bounds.****This is the same property conveyed to the Mortgagor by Deed of Linda J. Acker recorded January 29, 1979, RMC Office for Greenville County.****This mortgage is second and junior in lien to that mortgage to Family Federal Savings and Loan Association recorded July 31, 1978 in Mortgage Book 1439 at Page 892 securing \$41,600.00.**GCTO
JAN 29 1979 1534**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 Mortgagee 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 those noted 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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