

Mortgage's address: Post Office Box 6607, Greenville, SC 29609

HORTON, DRAWDY, MARCHBANKS, ASHMORE, CHAPMAN & BROWN, P.A. 307 PETTIGRU ST. GREENVILLE S.C. 29603

STATE OF SOUTH CAROLINA
GREENVILLE CO. S.
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

39 1 4 38 PM '78
DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, JOE D. HOWELL

(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 Fifteen Thousand Five Hundred Seven and 36/100

Dollars (\$15,507.36) due and payable

in 48 successive, equal monthly payments of principal and interest in the amount of \$323.07, the first such payment being due and payable December 29, 1978,

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

* as provided for in said note

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 making 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 piece, parcel or lot of land in Chick Springs Township, County of Greenville, State of South Carolina, situate, lying and being on the Southwestern corner of the intersection of U.S. Highway #29 and Blackhawk Circle and being known and designated as Lot No. 1 of Blackhawk Circle as shown on plat thereof recorded in the R.M.C. Office for Greenville County in Plat Book PP at Page 173 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the southwestern corner of the intersection of Blackhawk Circle with the right-of-way line of U.S. Highway #29 and running thence along Blackhawk Circle and following the curvature thereof, N. 0-38 E., 112.9 feet to an iron pin; thence still following the curvature of Blackhawk Circle N. 23-23 W., 94.5 feet to an iron pin; thence still with Blackhawk Circle N. 39-51 W., 29.4 feet to an iron pin at the joint front corner of Lots Nos. 1 and 2; thence along the line of Lot No. 2, S. 44-31 W., 136.3 feet to an iron pin; thence S. 50-47 E., 200.0 feet to the point of beginning.

This mortgage is junior in lien to that certain note and mortgage heretofore executed unto First Federal Savings & Loan Association recorded in the R.M.C. Office for Greenville County in REM Book 1278 at Page 107 in the original amount of \$34,900.00 and having a present balance of \$30,109.13.

This is the same property conveyed to Marvin A. Mills and Joe D. Howell by deed of Otis J. Leonard and Francis U. Leonard recorded in the Greenville County R.M.C. Office on August 30, 1971 in Deed Book 923 at Page 627. Subsequently, Marvin A. Mills conveyed all his undivided one-half interest in and to the above described property to Joe D. Howell by deed recorded in the Greenville County R.M.C. Office in Deed Book 1026 at Page 17 on the 17th day of October, 1975.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

(2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.

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