

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE

BOOK 1353 PAGE 136

FEB 23 11 28 AM '79

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY  
R.M.C.

WHEREAS, **A. J. Mauldin and Paulette F. Mauldin**

(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

**Twenty-Seven Thousand One Hundred Forty-Five and 80/100** Dollars (\$**27,145.80**) due and payable

**in monthly installments of Four Hundred Fifty-Two and 43/100 (\$452.43) per month commencing April 15, 1979, and Four Hundred Fifty-Two and 43/100 (\$452.43) on the 15th day of each and every month thereafter until paid in full,**

with interest thereon from **date hereof** at the rate of **7% add on** 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 known and designated as Lot No. 56 of a subdivision known as Pebble Creek, Phase I as shown on plat thereof prepared by Enwright Associates, dated October, 1973, and recorded in the R.M.C. Office for Greenville County in Plat Book 5-D, at Pages 1 through 5 and having the following metes and bounds, to-wit:**

**BEGINNING** at an iron pin on the southwestern side of Sassafras Drive, joint front corner of Lots 56 and 57 and running thence with the joint line of said lots S. 46-01 W. 150 feet to an iron pin; thence S. 43-59 E. 120 feet to an iron pin, joint rear corner of Lots 56 and 55; thence with the joint line of said Lots N. 56-01 E. 150 feet to an iron pin on the southwestern side of Sassafras Drive; thence with said Drive N. 53-59 W. 120 feet to the beginning corner.

Derivation: **Karl L. Shank and Patricia A. Shank, Deed Book 1097, Page 320, recorded on February 23, 1979.**

**This property is subject to any restrictions or easements that may appear of record, on the recorded plat(s) or on the premises.**

**This mortgage is subordinate and junior to that mortgage which appears in Mortgage Book 1354, at Page 583, in the R.M.C. Office for Greenville County, South Carolina.**

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STATE OF SOUTH CAROLINA  
RECORDING TAX COMMISSION  
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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.

RECORDING

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