

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

GREENVILLE CO. S. C.
MAR 5 2 49 PM '79
DONNIE S. TANKERSLEY
R.M.C.

VCL 1458 PAGE 993

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, DAVID A. CROSSMAN and BARBARA D. CROSSMAN,

(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

Seven Thousand, Five Hundred and No/100----- Dollars (\$ 7, 500. 00) due and payable upon the terms enumerated in a Promissory Note executed even date herewith,

~~With interest thereon from~~ ~~at the rate of~~ ~~for the term of~~ ~~payable~~

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:

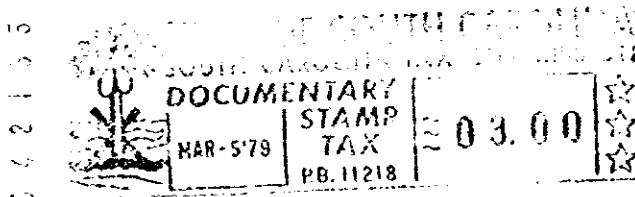
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the northern side of Stanley Drive, near the City of Greenville, being shown as Unit 31 on plat of Harbor Town, recorded in the RMC Office for Greenville County in Plat Book 5P, at Pages 13 and 14, and being more particularly described as follows:

BEGINNING at a point at the joint corner of Units 31 and 30 and thence running S 50-03 E 68.6 feet; thence turning and running N 39-57 20.6 feet; thence turning and running N 50-03 W 68.6 feet; thence turning and running S 39-57 W 20.6 feet to the point of Beginning.

This is the same property conveyed to the Mortgagors herein by deed of Harbor Town Limited Partnership, dated December 29, 1976, and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1048, at Page 744, on December 30, 1976.

THIS IS A SECOND MORTGAGE junior in lien to that certain mortgage given by the Mortgagors herein to Midsouth Mortgage Company, Inc., dated December 29, 1976, and recorded in the RMC Office for Greenville County, South Carolina, in REM Book 1386, at Page 262, on December 30, 1976, in the original amount of \$21,600.00, and subsequently assigned to East River Savings Bank on March 17, 1977, recorded in REM Book 1391, at Page 860.

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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 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.

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