

GREENVILLE CO S.C.

NOV 21 AM '79

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STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

DEED  
RECORDED  
R.M.C.

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

WHEREAS, Howard S. Waddell III and Diane M. Waddell

(hereinafter referred to as Mortgagor) is well and truly indebted unto Community Bank

Box 5340, Greenville, SC

(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

Nine Thousand Five Hundred Twenty-three and 80/100----

Dollars (\$ 9,523.80 ) due and payable

in accordance with the promissory note executed of even date herewith

with interest thereon from \_\_\_\_\_ at the rate of \_\_\_\_\_ per centum per annum, to be paid:

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 76, Section III,

Devenger Place, as shown on plat thereof prepared by Dalton & Neves, dated June, 1977, and recorded in the R. M. C. Office for Greenville County, S. C. in Plat Book 5-P at Page 99, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southern side of Hedgewood Terrace, at the joint front corner of Lots 75 and 76 and running thence with the joint line of said Lots, S. 4-18 W., 150 feet to an iron pin; thence S. 85-42 E., 91 feet to an iron pin at the joint rear corner of Lots 76 and 77; thence with the joint line of said Lots, N. 4-18 E., 150 feet to an iron pin on the Southern side of Hedgewood Terrace; thence with the Southern side of Hedgewood Terrace, N. 85-42 W., 91 feet to the beginning corner.

This is the same property conveyed to the mortgagors herein by deed of John A. Bolen, Inc. recorded in the R. M. C. Office for Greenville County in Deed Book 1081 at page 557, on June 20, 1978

This is a second mortgage being junior in lien to that certain note and mortgage given to First Federal Savings and Loan Association in the original amount of \$53,050.00 and recorded in the R. M. C. Office for Greenville County in Mortgage Book 1435 at Page 663.

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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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