

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE S.C.
FILED
11 53 AM '80
DONNIE WALKERSLEY
R.M.C.

BOOK 1494 PAGE 692

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Jimmy C. Barton

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

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

(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-Four Thousand Four Hundred Thirty-Two and 60/100**-----Dollars (\$24,432.60) due and payable

in sixty (60) equal installments in the amount of \$407.21 each month, with the first payment being due and payable on March 15, 1980 and a like sum each month thereafter until paid in full.

with interest thereon from date at the rate of **7.92** (14% A.P.R.) per centum per annum, to be paid: at maturity

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 southwestern side of El Paso Drive, being shown and designated as Lot No. 26, on plat of Western Hills recorded in the RMC Office of the Greenville County Courthouse in Plat Book QQ, at pages 98 and 99, and being described according to said plat more particularly, to-wit:

BEGINNING at an iron pin on the southwestern side of El Paso Drive at the joint front corner of Lots 26 & 27 and running thence along El Paso Drive S. 39-43 E. 90 feet to an iron pin at the joint front corner of Lots 25 and 26; thence along the common line of said Lots S. 50-17 W. 250 feet to an iron pin at the joint rear corner of said Lots; thence along the rear line of Lot 26 N. 39-43 W. 90 feet to an iron pin at the joint rear corner of Lots 26 and 27; thence along the common line of said lots N. 50-17 E. 250 feet to an iron pin the point of BEGINNING.

This mortgage is junior in lien to that certain mortgage given to Collateral Investment Company, dated August 8, 1973 and recorded in the RMC Office for Greenville County in REM Book 1287, at page 321

This being the same property conveyed to the Mortgagor herein by deed of Troy R. Chappell and Linda S. Chappell dated August 7, 1973 and recorded in the RMC Office for Greenville County in Deed Book 981 at page 327 on August 8, 1973.

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STATE OF SOUTH CAROLINA
RECORDS AND DEEDS DIVISION
DOCUMENTARY
STAMP
\$30.00
NOV 11 1980

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.

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