

416 East North Street, Greenville, S.C. 29601

1495 730

MORTGAGE OF REAL ESTATE—Offices of John G. Cheros, Attorney at Law, Greenville, S.C.

STATE OF SOUTH CAROLINA }  
 COUNTY OF GREENVILLE }  
 DONNIE }  
 BANKERSLEY }  
 M.C. }

FILED  
 CO. S. C.  
 10 03 AM '80  
 MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: David L. Mims

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the 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 Forty-Nine Thousand Eight

Hundred Seventy-Nine and 80/100

DOLLARS (\$ 49,879.80 ),

with interest thereon from date at the rate of Nine per centum per annum, said principal and interest to be repaid:

in sixty (60) monthly installments of \$831.33 each beginning April 15, 1980, until paid in full

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,

All that piece, parcel or lot of land situate, lying and being in the City and County of Greenville, State of South Carolina, being shown on plat entitled "Property of Perry S. Luthi as Trustee for Kull Trust", recorded in Plat Book 5 L, at page 23, lying on Mauldin Road (formerly Parkins Mill Road) and having such courses and distances as will appear by reference to said plat.

Bein, the same property conveyed by Lam Leasing, Inc., recorded in Deed Book 1102, at page 44 on May 9, 1979.

This mortgage is junior in lien to that mortgage held by South Carolina National Bank, recorded in Mortgage Book 1438, at page 873, on July 21, 1978, which covers a portion of the above property, and to that mortgage held by First Federal Savings and Loan Association, which is recorded in Mortgage Book 1494, at page 66, on January 25, 1980, which covers a portion of the above property.

This Mortgage is given to secure a Note of Reedy River Antiques, Inc. to Community Bank in the amount of \$49,879.80 dated February 15, 1980.

STATE OF SOUTH CAROLINA  
 COUNTY OF GREENVILLE  
 DOCUMENTARY  
 STAMP  
 FEB 15 1980

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.

0759

4328 RV-2

5010  
FEB 19 80  
205

4.15.81