

FILED *St* MORTGAGE OF REAL ESTATE
GREENVILLE CO. S.C.
STATE OF SOUTH CAROLINA } 25 PM '80
COUNTY OF GREENVILLE } Aiken-Speir
R.M.C.

200. 1497 129

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

WHEREAS, Andrew J. Mauldin, Jr. and Grady E. Allen
(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 One and No/100 and other valuable consideration Dollars (\$ 1.00) due and payable

with interest thereon from N/A at the rate of N/A per centum per annum, to be paid: N/A

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 certain piece, parcel and tract of land on the Northwest side of Grove Road in the County of Greenville, State of South Carolina, being shown and designated as a part of Tract 5 on plat of the property of the E. H. Kern Estate, made by W. J. Riddle, Surveyor, in August, 1945, and recorded in the Greenville County R.M.C. Office in Plat Book O, at page 199; and also being known as property of Richard Shirley Buchanan on a Plat recorded in Plat Book 6-L, at Page 47, and according to said plat, having the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Old Grove Road, joint front corner of Tract 4 and 5 and running thence with the line of Tract 4 N. 67-30 W. 895 feet to an iron pin; thence S. 35-10 E. 107 feet to an iron pin; thence continuing S. 5-40 W. 135 feet to an iron pin; thence continuing S. 28-31 E. 168 feet to an iron pin; thence running with the line of Tract 6 S.76-00 E. 624 feet to an iron pin in the center of Old Grove Road; thence running with the center of Old Grove Road N. 27-40 E. 200 feet to the point of Beginning.

Derivation: Richard Shirley Buchanan, Deed Book 1121, at Page 97, recorded February 26, 1980.

The above described real estate is additional security for Mortgage given to Community Bank, recorded in Mortgage Book 1496, Page 645, recorded February 28, 1980.

This mortgage is subordinate and junior to that mortgage given to Aiken-Speir, Inc. recorded in Mortgage Book 1421, Page 265, recorded January 18, 1978 and having the original balance of \$22,000.00 and having a present balance of \$21,652.18.

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.

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