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CONNOR TANKERSLEY  
R.M.C.

BOOK 1493 PAGE 462

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

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

WHEREAS, JAMES R. FREELAND and JOHNNY H. SIMMONS

(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 68/100

Twenty-one thousand two hundred forty-seven and Dollars (\$ 21,247.68 ) due and payable in forty-eight (48) consecutive, equal monthly installments of \$442.66, commencing May 1, 1980, and continuing on the same date of each succeeding month until paid in full,

as stated in Note of even date with interest thereon from date / at the rate of per centum per annum, to be paid:

AMOUNT ADVANCED \$15,000.00

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, City of Greenville, being shown and designated as Lot 17 on a Plat by R. E. Dalton, Engineer, recorded in the RMC Office for Greenville county in Plat Book E, at Page 99, and having, according to said Plat, the following metes and bounds:

BEGINNING at an iron pin on the northern side of West Stone Avenue, at the corner of Lot 16, and running thence with said Lot, N 2-02 E, 189.2 feet to an iron pin; thence S 84-19 E, 60 feet to an iron pin; thence along the line of Lot 18, S 2-03 W, 190.3 feet to an iron pin on the northern side of West Stone Avenue; thence with said Avenue, N 83-17 W, 60 feet to the point of beginning.

This is the same property conveyed to the Mortgagors herein by W. Wayne Turner, Committee for Mollie T. Cason, recorded September 30, 1976, in Deed Book 1043, at Page 819.

This mortgage is junior in lien to that certain mortgage in favor of First Federal Savings & Loan Association in the original amount of \$14,600.00, recorded September 30, 1976, in REM Book 1379, at Page 169.

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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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