

MORTGAGEE'S ADDRESS: 416 E. North Street, Greenville, S. C. 29602 1500 323

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STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

FILED  
MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:  
APR 15 2 15 PM '80

WHEREAS, Dorothy M. Sosby <sup>BOOK 1069 PAGE 891</sup>

(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 Thirty-Two Thousand Seven Hundred Forty-Six and 80/100----

Dollars (\$ 32,746.80 ) due and payable

in equal monthly installments of \$545.78 beginning May 8, 1980, and continuing on the 8th day of each month until paid in full, payments including

with interest thereon from date at the rate of 18 per centum per annum, to be paid: monthly

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 northern side of Edwards Road, being shown and designated as the greater portion of Lot 40, Sector 1, Botany Woods, said plat recorded in the RMC Office for Greenville County, South Carolina, in Plat Book CCC at Page 163. Reference is hereby craved to a more recent plat of the part of Lot 40, said plat being shown as the property of Charles T. Early and Eleanor A. Early, by R. B. Bruce, LRLS, and recorded in the RMC Office for Greenville County in Plat Book 4-K at Page 137, and having, according to the plat recorded in 4-K at Page 137, the following metes and bounds, to wit:

BEGINNING at an iron pin on the northern side of Edwards Road at the joint front corner of Lots 39 and 40, and running with the joint line of said lots N. 05-20 W. 190 feet to an iron pin at the rear corner of Lot 39; thence N. 04-20 W. 50 feet to an iron pin, rear corner of Lot 40; thence along the rear of said lot, N. 88-25 E. 134.4 feet to an iron pin; thence S. 07-20 E. 230.9 feet to an iron pin on the northern side of Edwards Road; thence S. 84-30 W. 142.6 feet to an iron pin, point of beginning.

Also, and together with an easement across the remaining portion of said Lot 40 of said addition and revision of Sector 1, Botany Woods, for the purpose of the sewer line serving the property conveyed herein, with a right of access to maintain, operate and repair said sewer line and with all other rights with respect to said line. Said easement being recorded in Deed Book 746 at Page 461, and the provisions of which are incorporated herein.

This mortgage is second and junior in lien to that certain mortgage given to Fidelity Federal Savings and Loan Association March 8, 1978, in the original amount of \$72,000.00 recorded in Mortgage Book 1425 at Page 290.

This is the same property conveyed to the Mortgagor herein by deed of William D. Sosby dated November 30, 1977, recorded in Deed Book 1069 at Page 891.

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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