

MORTGAGE OF REAL ESTATE - OFFICE OF P. FRADLEY MORRAH, JR., Attorney at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA } 3:49 PM '80 MORTGAGE OF REAL ESTATE
COUNTY OF GREENVILLE } DONALD TANKERSLEY
R.M.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS, WE, MELYNDA G. LUSK AND JOHN C. LUSK

(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 Forty Two Thousand, Nine Hundred, Nine and 60/100 Dollars (\$ 42,909.60) due and payable

Reference is expressly craved to the terms of a promissory note executed simultaneously herewith for the exact terms of the latter

with interest thereon from date at the rate of 15% per centum per annum, to be paid

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 ~~the~~ 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 and described as follows:

PARCEL 1: All that certain piece, parcel or lot of land situate, lying and being in County and State aforesaid at the intersection of Robinhood Road and Don Drive, being shown as all of Lot 85A on plat entitled "Property of John E. Galloway and Josie M. Galloway" prepared by Carolina Engineering and Surveying Co., May 31, 1965, recorded in Plat Book III at Page 154, RMC Office for Greenville County, S. C., reference to which plat is expressly craved for a more detailed description.

Being the same property conveyed to the Mortgagors by deed of Secretary of Housing and Urban Development dated January 8, 1975 and recorded in the RMC Office for Greenville County, S. C. in Deed Book 995 at Page 671 in which John C. Lusk subsequently conveyed his interest therein to Melynda G. Lusk by deed dated October 5, 1979 and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1483 at Page 433. It is understood that the interest of the mortgagor, Melynda G. Lusk, conveyed by this mortgage is subordinate in lien to a certain mortgage executed by the mortgagors jointly in favor of First Federal Savings and Loan Association dated March 20, 1974 and recorded in the RMC Office for Greenville County, S. C. in Mortgage Book 1304 at Page 835.

PARCEL 2: All that certain piece, parcel or lot of land situate, lying and being in the County and State aforesaid on the south side of Don Drive and being shown as all of Lot 84 on plat of "Sherwood Forest", prepared by Dalton & Neves, Engineers, in August, 1951 (as revised through June, 1953), which plat is recorded in said RMC Office in Plat Book GG at Page 70/71, reference to which is expressly craved for a more detailed description.

Being the identical property conveyed to the Mortgagors by deed of John N. Fewell, as Trustee, by deed dated November 10, 1975, recorded in Deed Book 1027 at Page 702, and in which the Mortgagor, John C. Lusk subsequently conveyed his undivided one-half interest therein to Melynda G. Lusk as shown by deed dated April 29, 1980 and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1124 at Page 858.

PARCEL 3: All that piece, parcel or lot of land, situate, on the southern side of LeGrand Blvd., in the City and County of Greenville, being a portion of the property shown on a Plat of Sherwood Forest, recorded in the RMC Office for Greenville County in Plat Book GG at Pages 70 and 71, and having according to said plat and a recent survey made by R. K. Campbell, Surveyor, dated January, 1958, the following metes and bounds, to-wit: Beginning at an iron pin on the southern side of LeGrand Blvd. and running thence S. 49-11 E. 150 feet to an iron pin; thence S. 26-54 W. approximately 93.75 feet to an iron pin; thence N. 63-57 W. 94.13 feet to an iron pin; thence N. 26-04 W. 117.1 feet to an iron pin, the point of beginning. Being same property conveyed to mortgagor, John C. Lusk, by deed of C & S National Bank of S. C. and Lowell H. Tankersley, as Co-Trustees of Will of Lehman Adwell Moseley, Sr. dated 5/26/80 and recorded in the RMC Office for Greenville County in Deed Book 1127 at Page 757.

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 Mortgagee 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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