

Mortgagee's mailing address: 416 East North Street
Greenville, S. C. 29606

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
AUG 15 4 16 PM '80

DONNIE S. TANKERSLEY
R.M.C.

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

BOOK 1511 PAGE 347

WHEREAS,

David Munro Findlay Shields and Valerie Shields

(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 Eight Thousand and No/100----- Dollars (\$ 48,000.00) due and payable

According to the Terms of Note of Even Date

as appears in said note

(annual percentage rate)

with interest thereon ~~XXXX~~ /

at the rate of 12.67 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 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, or lot of land with the buildings and improvements thereon, lying and being on the southeasterly side of Woody Creek Road near the City of Greenville, South Carolina, being known and designated as Lot No. 398 on plat entitled "Map 1, Section 2, Sugar Creek," as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 7-C at Page 68, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeasterly side of Woody Creek Road, said pin being the joint front corner of Lots 397 and 398 and running thence with the common line of said lots S. 57-26 E., 140 feet to an iron pin, the joint rear corner of Lots 397 and 398; thence N. 32-34 E. 107 feet to an iron pin, the joint rear corner of Lots 398 and 399; thence with the common line of said lots N. 57-26 W. 140 feet to an iron pin on the southeasterly side of Woody Creek Road S. 32-34 W., 107 feet to an iron pin, the point of BEGINNING.

This being the same property conveyed to the mortgagors by deed of M. G. Proffitt, Inc. dated August 15, 1980 and to be recorded herewith.

This mortgage is junior and inferior to the lien of that certain mortgage in the sum of \$47,000.00 executed on this date by the mortgagor herein to First Federal Savings and Loan Association to be recorded herewith.

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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