

MORTGAGE - INDIVIDUAL FORM NO. 30
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
JOHN H. DILLARD, P.A. GREENVILLE, S. C.
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

FILED
13 31 PH '81
AMMERSLEY
GREENVILLE S.C.

WHEREAS, CHARLES B. BELL and RITA S. BELL

(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 Twenty-eight Thousand and no/100ths Dollars (\$ 28,000.00) due and payable as set forth in said note,

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

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 piece, parcel or lot of land, with all buildings and improvements thereon, situate, lying and being on the southeastern side of Botany Road, in Greenville County, South Carolina, being shown and designated as Lot No. 291 on a plat of the REVISION OF SECTOR VI, BOTANY WOODS, made by Piedmont Engineering Service, dated May 15, 1963, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book YY, page 131, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Botany Road at the joint front corner of Lots Nos. 290 and 291, and running thence with the common line of said lots, S. 37-45 E., 193.6 feet to an iron pin; thence N. 52-12 E., 140 feet to an iron pin; thence along the common line of Lots Nos. 291 and 292, N. 37-48 W., 189.1 feet to an iron pin on the southeastern side of Botany Road; thence with the southeastern side of Botany Road, S. 53-55 W., 140 feet to an iron pin, the point of beginning.

The above property is the same conveyed to the Mortgagors by deed of Robert L. Rice and Suzanne W. Rice, recorded April 13, 1979 in Deed Book 1100, page 459.

The within mortgage is secondary and junior in lien to a first mortgage covering the above property given by Charles B. Bell and Rita S. Bell to Fidelity Federal Savings and Loan Association in the original sum of \$52,260.00, recorded on April 13, 1979 in Mortgage Book 1463, page 82, which has a present balance due in the sum of \$50,792.76.

RECORDED
FEB 5 1981

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 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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing

0775

4328 RV-2