

# State of South Carolina

COUNTY OF GREENVILLE

FILED  
2 22 PM '81  
H.C. HANPERSLEY  
FILED  
4 24 PM '81  
H.C. HANPERSLEY

BOOK 1534 PAGE 393

BOOK 1535 PAGE 40

To All Whom These Presents May Concern: Philip M. Mendys and Donna M. Mendys, the mortgagors herein, SEND GREETING:

WHEREAS, We the said Philip M. Mendys and Donna M. Mendys

in and by OUR certain promissory note in writing, of even date with these presents are well and truly indebted to Community Bank

in the full and just sum of Five Thousand and No/100ths \$5,000.00 DOLLARS, to be paid at 416 East North Street in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of 17.52 - - - - - (17.52%) per centum per annum, said principal and interest being payable in sixty (60) equal installments as follows:

Beginning on the 15th day of April 1981, and on the 15th day of each succeeding month of each year thereafter the sum of \$ 126.22, to be applied on the interest and principal of said note, said payments to continue up to and including the 15th day of March 1986, and the balance of said principal and interest to be due and payable on the day of 1986; the aforesaid sixty (60) equal payments of \$ 126.22 each are to be applied first to interest at the rate of 17.52 - - - - - (17.52%) per centum per annum on the principal sum of \$5,000.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each such payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part hereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity should be placed in the hands of an attorney for suit or collection, or if before its maturity, it should be deemed by the holder thereof necessary for the protection of its interests to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including (10%) per cent, of the indebtedness as attorneys' fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That we, the said Philip M. Mendys and Donna M. Mendys, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Community Bank according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to Community Bank the said obligee in hand and truly paid by the said Philip M. Mendys and Donna M. Mendys at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Community Bank the following described real estate:

All that piece, parcel, and lot of land being shown and designated as Lot 8 of Heritage Lakes subdivision on plat recorded in Plat Book 6-H at Pages 16 and 17 of the RMC Office for Greenville County.

This lien of this mortgage is junior to the lien of the mortgage on the above-described property given by the mortgagors herein to First Federal Savings and Loan Association, by instrument recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 1482 at page 598.

This mortgage is subject to all restrictions, set back lines, roadways, easements, and rights of way, if any, affecting the above-described property.

This is the same property conveyed to the mortgagors by deed of Academy Rental Company dated September 5, 1979 and recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1112 at page 586.

This is the same mortgage as that between the instant parties recorded previously in this office in Mortgage Book 1534 at page 393, and reflects no additional obligation. This mortgage is re-recorded at this time to reflect proper renunciation of power by Donna M. Mendys.

GC7C  
189 ME 681  
162

0040

4328 RV-2