

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

S. C.
PU '81

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

James W. McDonald and Lola M. McDonald

(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

Seven Thousand and No/100----- Dollars (\$ 7,000.00) due and payable

Reference is hereby made to promissory note of even date, the terms of which are incorporated herein by reference.

with interest thereon from date at the rate of 16 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, Butler Township, on Brookdale Avenue, known and designated as Lots Nos. 10 and 11 in Block I, on a plat of Fair Heights, recorded in the RMC Office for Greenville County in Plat Book F at Page 257. For a more particular description of said lots, reference to said plat is hereby made. Less However, that portion of Lot No. 11 as has been cut off and made a part of the street on the side of said lot, and that portion of said lot is to be forever held open as a part of said street. This is the same property conveyed to the mortgagor by deed of Maggie Lee Haynes recorded in the RMC Office for Greenville County, S.C. on November 27, 1946 in Deed Book 303 at Page 81.

ALSO All that parcel or lot of land near the City of Greenville, Greenville County, State of South Carolina, located on the western side of Brookdale Avenue, and designated as one-half of Lot No. 9, Block I, of Fair Heights a plat of which is recorded in the RMC Office for Greenville County in Plat Book F at Page 257, and having, according to said plat, the following metes and bounds, courses and distances, to-wit:

BEGINNING at an iron pin on the west side of Brookdale Avenue, joint corner of Lots Nos. 9 and 10, Block I, and running thence with the joint line of said Lots N. 58-40 W. 150 feet to an iron pin, the rear corner of said lots; thence along the rear joint line of Lots Nos. 9 and 14, Block I, N. 31-20 E. 25 feet to a point; thence down the center of Lot No. 9, S. 58-40 E. 150 feet to an iron pin in the line of Brookdale Avenue; thence along the western side of Brookdale Avenue, S. 31-20 W. 25 feet to the point of beginning.

This is the same property conveyed to the mortgagor by deed of E. M. McDonald recorded in the RMC Office for Greenville County, S.C. on June 9, 1948 in Deed Book 349 at Page 277.

This mortgage is junior in rank to the lien of that mortgage given by James W. H. McDonald to Fidelity Federal Savings and Loan Association.

Together with all and singular rights, members, herditaments, 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.

RECORDED IN DEED BOOK 1544 PAGE 490

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