

MORTGAGE OF REAL ESTATE - THIS IS A SECOND MORTGAGE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

REC-10 S.C.
1 03 PH '81
W. KERSLEY
M.C.

MORTGAGE OF REAL ESTATE

1537 43507

TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, Harold D. Payne and Janet K. Payne

(hereinafter referred to as Mortgagor) is well and truly indebted unto Community Bank, Post Office Box 6807, Sta. B, Greenville, South Carolina,

(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 Thousand and No/100-----Dollars (\$20,000.00) due and payable

pursuant to the terms of that certain Promissory Note dated November 12, 1981,

as provided in said Note

with interest thereon from _____ date _____ at the rate of _____ / _____ 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 Mortgagee 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, being known as Lot No. 122 on a plat of Map of Riverview, recorded in the R.M.C. Office for Greenville County, in Plat Book "KK", at Page 107, and according to said plat having the following metes and bounds, to-wit:

BEGINNING at an iron pin on Riverview Drive, joint front corners of Lots 121 and 122, N. 80-51 E. 110 feet to an iron pin; thence S. 9-09 E. 238.9 feet to an iron pin; thence S. 84-0 W. 110.2 feet to an iron pin; thence N. 9-09 W. 232.9 feet to the point of BEGINNING.

This is the same property conveyed to the Mortgagors herein by deed of James A. Trammell, Inc., dated April 13, 1972 and recorded in the R.M.C. Office for Greenville County at Deed Book 941, at Page 95.

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
TAX \$ 00.00
1981 12 21

N 12 21 821

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 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.

0.597

4328 RV-2