BROWN, BYRD, BLAKELY, MASSEY, LEAPHART & STOUDENMIRE, P.A., SUITE 15, 1700 E. NORTH ST., GREENVILLE, S.C. 29602

MORTGAGE OF REAL ESTATE

800x1552 PAGE 33

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS. ALFRED R. FIELDS and BUDDY L. FIELDS

(hereinafter referred to as Mortgagor) is well and truly indebted unto OOMMINITY BANK

with interest thereon from da

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at the rate of 16.5%

per centum per annum, to be paid: monthly.

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 Mortgagor at any time for advances made to or for his account by the Mortgagor, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly guid by the Mortgagor at and before the sealing and delivery of these presents, the receipt whereof is hereby admowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagor, 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 piece, parcel or lot of land in the County of Greenville, State of South Carolina, on the northern side of Stanley Drive, near the City of Greenville, being shown as Unit 106 on plat of Harbor Town, recorded in the R.M.C. Office for Greenville County in Plat Book 5P, at Pages 13 and 14, and being more particularly described as follows:

BEGINNING at a point at the corner of Units 106 and 107, and thence running N. 50-56 W., 67.6 feet; thence turning and running N. 39-04 E., 21.6 feet; thence turning and running S. 50-56 E., 67.6 feet; thence turning and running S. 39-04 W., 21.6 feet to the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Alvin Chesley Jones dated August 21, 1976 and recorded in the R.M.C. Office for Greenville County in Deed Book 1042 at Page 354.

This mortgage is junior in priority to that certain note and mortgage given to Southern Mortgage Company, dated April 13, 1976, and recorded in the R.M.C. Office for Greenville County in Book 1364, Page 737.

DOCUMENTARY ELECTION

Together with all and angular rights, members, hereditiments, and apportenances 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 Hortgagee, its heirs, successors and assigns, forever.

THE REPORT OF THE PROPERTY OF

The Mortgagor covenants that it is lawfully secred of the premises heireinabove 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 hens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomspecuse lawfully claiming the same or any part thereof.

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