

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

FILED
GR: CO. S. O. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

We, MARTIN DEY LAWLESS, JR. & CYNTHIA B. LAWLESS,

(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

FIFTEEN THOUSAND, FIVE HUNDRED EIGHTY SEVEN & 52/100 Dollars (\$ 15,587.52) due and payable in 48 monthly installments of \$324.74, commencing May 15, 1982 and continuing at the rate of \$324.74 on the same date of each successive month until said indebtedness is paid in full.

with interest thereon from date at the rate of 18% APR per centum per annum, to be paid: monthly included in above monthly payment

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, on Northeast side of Windfield Road and on Southeast side of Dakota Road (now Parkins Mill Road), near City of Greenville, being shown as Lot No. 19 on plat of Section A of Gower Estates made by Dalton & Neves, Engineers, January, 1960, recorded in the RMC Office for Greenville County in Plat Book QQ, pages 146 & 147, and having according to said plat the following metes and bounds, to wit:

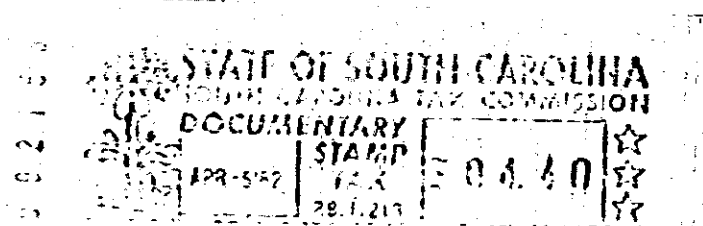
BEGINNING at iron pin on Southeast side of Dakota Road (now Parkins Mill Road) at joint front corner of Lots 19 & 20 and running thence with line of Lot 20, S. 67-23 E. 253.1 feet to iron pin; thence with line of Lot 18, S. 31-42 W. 190 feet to iron pin on Northeast side of Windfield Road; thence along Windfield Road N. 58-18 W. 225 feet to iron pin; thence with curve of Windfield Road and Dakota Road (now Parkins Mill Road), chord being N. 13-18 W. 35.3 feet, to iron pin on Southeast side of Dakota Road (now Parkins Mill Road); thence along Dakota Road (now Parkins Mill Road) N. 31-42 E. 125 feet to beginning corner.

This being the same property conveyed to the Mortgagors herein by deed of Burdette S. Heath On June 5, 1978, recorded in the RMC Office for Greenville County in Deed Book 1080, page 464.

This is a second mortgage to one given to Fidelity Federal Savings & Loan Association in the original sum of \$53,000.00 recorded in the RMC Office for Greenville County on June 5, 1978, in Mortgage Book 1434, page 250.

Mortgagee:

Community Bank
416 E. North St.
Greenville, SC 29601



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.

GC10

4328 RV-2