

ORIGINAL FILED  
CO. S. C.  
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BONNIE S. TANKERSLEY  
R.M.C.

MORTGAGE OF REAL ESTATE

ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, James S. McCall, Jr.

(hereinafter referred to as Mortgagor) is well and truly indebted unto The Commercial 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 Six Thousand and NO/100-----  
-----Dollars (\$ 6,000.00 ) due and payable

in sixty (60) equal monthly payments of One Hundred Forty Seven and 51/100 (Dollars (\$147.51) each commencing and continuing thereafter on the same day of each successive month until paid in full.  
with interest thereon from date at the rate of 16 1/2 per centum per annum, to be paid along with monthly payments.

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, containing two acres, more or less, located on U.S. Highway 76, and shown on a plat entitled "Parcel of Land for James S. McCall, Jr.," made by H. F. Martin, RLS, March 24, 1972, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point in U.S. Highway 76 and running thence S. 29-40 W. 296 feet to a point; thence N. 60-20 E. 296 feet to the point of beginning.

This property is subject to the right of way of U. S. Highway 76.

This property is bounded on the North, West and South by other property of the grantor.

This being a second mortgage and junior in lien to that certain mortgage of real estate from James S. McCall, Jr. to The Commercial Bank on July 12, 1972 and recorded in the R.M.C. Office for Greenville County, South Carolina in Mortgage Book 1240 at Page 453, in the original amount of Fourteen Thousand and NO/100 9\$14,000.00) Dollars.

This being the same property conveyed to the Mortgagor herein by Deed of James S. McCall dated April 7, 1972 and recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 941 at Page 187.

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

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