

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

MORTGAGE OF REAL ESTATE -
GREENVILLE COUNTY, S.C.

BOOK 1586 PAGE 447

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

NOV 15 4 18 PM '82

MORTGAGE OF REAL ESTATE

JOHN W. SANDERSLEY
R.M.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, DOUGLAS L. POLK and DANIEL J. OTTE-----

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

P. O. Box 6087, Greenville, South Carolina, 29606-----

(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 Ten Thousand and No/100-----

Dollars (\$ 10,000.00---) due and payable

in 60 equal successive monthly payments of principal and interest in the amount of \$255.47, the first such payment being due and payable on January 1, 1983,

with interest thereon from date at the rate of 18% per centum per annum, to be paid: monthly as provided above.

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

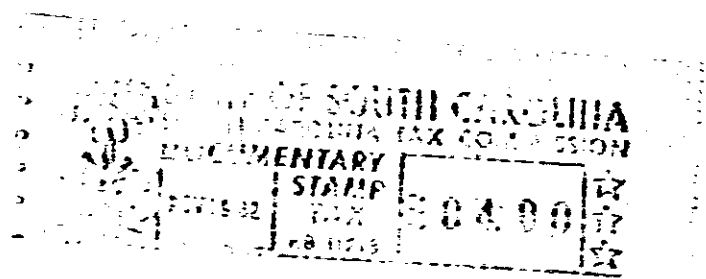
ALL that certain piece, parcel or lot of land, located, lying and being in the County and City of Greenville, State of South Carolina, being known and designated as Lot No. 2 on plat entitled "Property of Sam R. Zimmerman and Ferris M. Williams", dated May 1919, revised February, 1922, prepared by C. E. Dalton, Engineer, recorded in the Greenville County RMC Office in Plat Book E at Page 132, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint corner of the within lot and Lot No. 1 and running thence S. 42-0 E., 159 feet to a point at the joint rear corner of the within lot and Lot No. 1; thence running N. 48 E., 65 feet to a point at the joint rear corner of the within lot and Lot No. 3; thence running along the joint line of said lots N. 42 W., 159 feet to a point at the joint front corner of the within lot and Lot No. 3, on the Southeastern side of the right-of-way of Atwood Street; thence, running along said right-of-way S. 48 W., 65 feet to the point and place of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Susan W. Bryan recorded in the Greenville County RMC Office in Deed Book 1126 at Page 292 on May 23, 1980.

This mortgage is junior in priority to that certain note and mortgage heretofore given and granted to Susan W. Bryan recorded in the Greenville County RMC Office in REM Book 1503 at Page 761 on May 23, 1980.

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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 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.

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