

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S.C.  
JAN 14 4 53 PM '83  
DONNIE S. TAKKERSLEY  
R.M.C.

MORTGAGE OF REAL ESTATE

ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Paul C. Schweigert, Jr. and Jonathan D. Schweigert

(hereinafter referred to as Mortgagor) is well and truly indebted unto Community Bank, P.O. Box 6807, 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

Twenty-five Thousand, Three Hundred Fifty

Dollars (\$ 25,350.00) due and payable

with interest thereon from even date at the rate of twelve per centum per annum, to be paid: according to said note.

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, and being known as Lot 37, Block 1 of a subdivision known as Newland as shown on plat recorded in the RMC Office for Greenville County in Plat Book C, Page 199, reference being hereby made to said plat for a more complete description.

DERIVATION: This being the same property conveyed to Mortgagors herein by deed of Robert D. Terrell and Mary I. Terrell as recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1144, Page 821, on March 23, 1981.

ALSO, all that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the County of Greenville, State of South Carolina and being known as Lot 38, Block 1 of a subdivision known as Newland as shown on a plat recorded in the RMC Office for Greenville County in Plat Book C, Page 199, reference being hereby made to said plat for a more complete description.

DERIVATION: This being the same property conveyed to Mortgagors herein by deed of Robert D. Terrell and Mary I. Terrell as recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1144, Page 820, on March 23, 1981.

Paul C. Schweigert, Jr. has joined in this mortgage to provide additional collateral for a note to be executed by Jonathan D. Schweigert dated January 13, 1983, in the amount of \$25,350.00. It is the understanding and intent of Paul C. Schweigert to subject his interest in the above described properties to all of the provisions of the aforementioned note and the provisions of this mortgage including the right of the noteholder to foreclose against the property in the event of default, this collateral being given, in addition to other collateral furnished by Jonathan D. Schweigert, to induce Community Bank to make the loan represented by said note.

This mortgage is junior and second in lien to that certain note and mortgage given to Charter Mortgage Company as recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 1493, Page 244, on January 15, 1980

STATE OF SOUTH CAROLINA  
GREENVILLE COUNTY TAX COMMISSION  
DOCUMENTARY  
STAMP  
TAX  
JAN 14 1983  
\$ 10.16  
R.P. 11213

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.

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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