

416 East North Street, Greenville, S.C. 29601
MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }
FILED }
GREENVILLE, S.C. }
MORTGAGE OF REAL ESTATE }
6 2 28 PM '83 }
DONNIE S. WALKER }
R.M.C. }
BY ALL WHOM THE SEVERAL ELEMENTS MAY CONCERN

WHEREAS, Amelia B. Yarborough

(hereinafter referred to as Mortgagor) is well and truly indebted unto Community Bank

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Thirty three thousand and no/100 ----- Dollars (\$ 33,000.00) due and payable

according to the terms of that certain promissory note executed on even date herewith

with interest thereon from _____ date _____ at the rate of / _____ per centum per annum, to be paid with the principal

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 Mortgagee in hand well and truly paid by the Mortgagor 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

ALL that certain piece, parcel or lot of land with all improvements thereon situate, lying and being in the City of Greenville in the above County and State on the northern side of Country Club Drive (formerly Park Drive) and being known and designated as Lot #129 of Traxler Park as shown on a revised plat thereof by R. E. Dalton recorded in the RMC Office for Greenville County in Plat Book F at Page 115, reference being had to said plat for a more complete metes and bounds description.

The above described property is the same acquired by the mortgagor by deed from Anthony J. Ryan and Roberta H. Ryan dated November 8, 1975 and recorded in the RMC Office for Greenville County on November 10, 1975 in Deed Book 1027 at Page 64 and also by deed from W. Daniel Yarborough, Jr. dated January 15, 1980 and recorded in the RMC Office for Greenville County on January 16, 1980 in Deed Book 1118 at Page 992.

This mortgage is a second mortgage and is junior in priority to that certain mortgage held by First Federal Savings and Loan Association dated November 10, 1975 and recorded in the RMC Office for Greenville County on November 10, 1975 in REM Book 1353 at Page 221 in an original amount of \$55,000.00.

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
13.2017

Together with all and singular rights, members, benefits, and appurtenances to the same in any way incident or appertaining, and all of the rents, issues, and profits which may now or hereafter accrue, and including all heating, plumbing, and lighting fixtures now or hereafter attached, erected, or fixed 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 Mortgagee covenants that it is lawfully seized of the premises hereinafore described in the single absolute title, that it has good right and is lawfully entitled to sell, convey, or otherwise dispose of the same, and that the premises are free of all liens and encumbrances except as provided herein. The Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, from and against the Mortgagee and all persons who may lawfully claim the same in any part thereof.

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R.S.O.

1500 35