

MARCHBANKS, CHAPMAN, BROWN & HARTER, P. A., 111 TOY STREET, GREENVILLE, S.C. 29603  
MORTGAGE OF REAL ESTATE -

Address: P.O. Box 6807, Greenville, S.C. 29606

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville  
FILED  
GREENVILLE S.C.  
APR 26 2 30 PM '83  
DONNIE S. HARRISLEY  
R.M.C.

MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Thomas C. Tollison, II and Jane F. Tollison

(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 Five Thousand Three Hundred Eighteen and 63/100 Dollars (\$5,318.63) due and payable

in monthly installments of \$189.42 beginning June 15, 1983 and continuing on the 15th day of each month thereafter until paid in full,

with interest thereon from date at the rate of 16.25% per centum per annum, to be paid: monthly.

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, being known and designated as Lot No. 56 as shown on plat of Dukeland Park, recorded in plat book J page 220 of the RMC Office for Greenville County, S.C. and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the northwest side of Dukeland Drive, the joint front corner of Lots 56 & 57; thence with the joint line of said lots N. 35-42 W. 168 feet to an iron pin in or near creek; thence with the creek as the line N. 71-33 E. 52.3 feet to an iron pin joint rear corner of Lots 55 & 56; thence with the joint line of said lots S. 35-42 E. 152.5 feet to an iron pin on the northwest side of Dukeland Drive; thence with the northwest side of said street, S. 54-18 W. 50 feet to the point of beginning.

This is the same lot conveyed to mortgagors by deed of Frances P. Hightower, dated February 15, 1980, recorded February 25, 1980 in deed book 1121 at page 24, in the R.M.C. for Greenville County, Greenville, South Carolina.

This mortgage is second and junior in lien to that certain mortgage given to Collateral Investment Company and assigned to Federal National Mortgage Association dated May 1, 1976, recorded May 3, 1976 in mortgage book 1366 at page 560, R.M.C. Office for Greenville County, Greenville, S.C.

STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY  
STAMP  
TAX  
APR 26 1983  
02.16  
400

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.