

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

GREENVILLE FILED  
JUL 6 2 09 PM '83  
DONNELL R.M.C. OFFICE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Hasmukh J. Patel

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

Community Bank

Marchbanks, Chapman, Harter & Groves, P.A.  
111 Toy Street P. O. Box 10224 F.S.  
Greenville, South Carolina 29603

(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 Fifteen Thousand and no/100-----  
-----Dollars (\$ 15,000.00 ) due and payable

as per terms of note of even date

with interest thereon from date at the rate of 10% 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, on the Northwesterly side of Berrywood Court near the City of Greenville, being known and designated as Lot No. 34 on a plat entitled Map No. 7, Sugar Creek, as recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 7-C at Page 115 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northwesterly side of Berrywood Court, said pin being the joint front corner of Lots 34 and 35, and running thence with the common line of said lots N. 14-13-56 W. 184.59 feet to an iron pin, the joint rear corner of Lots No. 34 and 35; thence S. 53-29-17 W. 71.72 feet to an iron pin; thence S. 30-43-23 W. 75.27 feet to an iron pin; thence S. 14-13-13 W. 79.34 feet to an iron pin, the joint rear corner of Lots Nos. 33 and 34; thence with the common line of said lots S. 76-01-43 E. 128.55 feet to an iron pin on the Northwesterly side of Berrywood Court; thence with the Northwesterly side of Berrywood Court on a curve, the chord of which is N. 44-52-11 W. 51.35 feet to an iron pin, the point of beginning.

This being the same property conveyed unto the Mortgagor by deed of Cothran and Darby Builders, Inc. dated July 27, 1979, and recorded in the R.M.C. Office for Greenville County in Deed Book 1108 at Page 258 on the 31st day of July, 1979.

This mortgage is second and junior in priority to that certain mortgage given by Hasmukh J. Patel to Greer Federal Savings and Loan Association dated July 27, 1979, and recorded in the R.M.C. Office for Greenville County in R.E.M. Book 1475 at Page 394 on the 31st day of July, 1979.

JUL 6 1983  
CSB

STATE OF SOUTH CAROLINA  
RECORDING COMMISSION  
DOCUMENTARY  
STAMP  
JUL-533 TAX \$ 000.00  
FEB 1983

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.