Mortgagee's address: 416 E. North Street, Greenville, S.C. 29601 LAW OFFICES OF THOMAS C. BRISSEY, F.A. MORTGAGE OF REAL ESTATE

MORTGAGE OF REAL ESTATE

MORTGAGE OF REAL ESTATE

MORTGAGE OF REAL ESTATE

MORTGAGE OF REAL ESTATE 8000 1 6 1 6 East 257 DONNIE 2 46 PH 183 TO ALL WHOM THESE PRESENTS MAY CONCERN: STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

WHEREASD. Stephen Small and Anna T. Small

(hereinaster 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 Sixty-Four Thousand and No/100-----_____ Dollars (\$ 64,000.00) due and payable

as per the terms of that promissory note of even date herewith

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's heirs, 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 southwestern side of Quail Hill Drive and being known and designated as Lot No. 24 of QUAIL HILL ESTATES SUBDIVISION, plat of which is recorded in the RMC Office for Greenville County, S.C., in Plat Book TTT at Page 201, and haveing such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

THIS being the same property conveyed to D. Stephen Small by deed of T. Frank Huguenin, Jr., et al. as recorded on January 15, 1973 in Deed Book 964 at Page 689, in the RMC Office for Greenville County, S.C., and to Anna T. Small by deed of D. Stephen Small as recorded in Deed Book 1035 at Page 423 on April 28, 1976 in the RMC Office for Greenville County, S.C..

THIS IS A SECOND MORTGAGE

BOCUMENTARY E 25.60

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 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 is is lawfully seized of the premises bereinabove 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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

į

S