

MORTGAGE OF REAL ESTATE -

Mortgagee's address:

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

FILED GREENVILLE CO. S.C.

JUL 27 10 50 AM '83

MORTGAGE OF REAL ESTATE

P. O. Box 6807
Greenville, SC
29606

TO ALL WHOM THESE PRESENTS MAY CONCERN:
DONNIE S. MERSLEY
R.M.C.

WHEREAS, Fred E. Ensley and Yvonne O. Ensley

(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 Nine Thousand Five Hundred and no/100-----
-----Dollars (\$ 9,500.00) due and payable

as per terms of note of even date

with interest thereon from _____ date _____ at the rate of 16.03% 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 herby 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 southern side of Tara Avenue near the City of Greenville, and known and designated as Lot No. 42 of a subdivision known as Cunningham Acres, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book BBB at Page 118; said lot having such metes and bounds as shown thereon and reference to said plat is hereby craved for a more complete description.

This being the same property conveyed to the Mortgagors herein by deed of W. T. Mundy, Jr. and Mildred H. Mundy recorded April 10, 1979 in the R.M.C. Office for Greenville County in Deed Book 1100 at Page 176.

This mortgage is second and junior in priority to that certain mortgage given by the Mortgagors herein to Family Federal Savings & Loan Association recorded April 10, 1979 in Mortgage Book 1462 at Page 792 in the original amount of \$59,800.00.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
RECORDED
STAMP
TAX \$ 0 8 80

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

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