

MORTGAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED MORTGAGE OF REAL ESTATE
GREENVILLE S.C.
TO ALL WHOM THESE PRESENTS MAY CONCERN

AUG 12 3 21 PM '83

DONNIE S. SIBLEY

WHEREAS, Cumar Vejay and Mallika Wijewickrema

(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 One Hundred Twenty Thousand and no/100----- Dollars (\$120,000.00) due and payable

ACCORDING TO TERMS SET OUT IN SAID NOTE.

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

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, in the Town of Mauldin, lying on the northwestern side of East Butler Avenue and being shown as 1.5 acres, more or less, according to a survey prepared by J. L. Montgomery, III, RLS, dated August 11, 1983, recorded in the RMC Office for Greenville County in Plat Book 4-4 at Page 77 and having, according to said plat, such metes and bounds as are more fully shown thereon. THIS BEING the same property conveyed to mortgagors herein by deed of Rowark Campbell and Barbara Campbell dated and recorded on August 12, 1983, in Deed Book 119-4 at Page 349.

ALSO, all that certain piece, parcel, or lot of land situate, lying, and being in the State of South Carolina, County of Greenville, in the Town of Mauldin, being shown and designated as Lot No. 93 as shown on plat of BURDETT ESTATES prepared by Dalton & Neves, Engineers, dated February, 1971, revised December, 1973, which plat is recorded in the RMC Office for Greenville County in Plat Book 5-D at Page 71 and having, according to said plat, such metes and bounds as are more fully shown thereon. THIS BEING the same property conveyed to Dantacumara and Mallika Wijewickrema (the above-named mortgagors) by deed of The South Carolina Bank dated and recorded on October 7, 1977, in Deed Book 1066 at Page 426.

This mortgage being junior to that certain mortgage given by Dantacumara and Mallika Wijewickrema (the above-named mortgagors) on such Lot 93, Burdett Estates, and First Federal Savings and Loan Association dated and recorded on October 7, 1977, in Mortgage Book 1412 at Page 335 in the original amount of \$36,750.00.

ALSO, all that certain piece, parcel, or lot of land situate, lying, and being in the State of South Carolina, County of Greenville, in the Town of Mauldin, being shown and designated as Lot No. 85 on a plat of WINDSOR PARK recorded in the RMC Office for Greenville County in Plat Book RR at Page 25 and having, according to said plat, such metes and bounds as are more fully shown thereon. THIS BEING the same property conveyed to Dantacumara and Mallika Wijewickrema (the above-named mortgagors) by deed of Christine A. Preston dated April 29, 1976, recorded in Deed Book 1035 at Page 528 on April 30, 1976.

This mortgage being junior to that certain mortgage given by John F. and Susan F. McQueen to C. Douglas Wilson & Company (now Bankers Mortgage Corporation) on such Lot 85, Windsor Park, dated November 30, 1970, recorded on December 1, 1970, in Mortgage Book 1174 at Page 107 in the original amount of \$18,000.00. The above-named grantors assumed such mortgage on April 30, 1976 as shown in Deed Book 1035 at Page 528.

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 Mortgagee covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully entitled 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee, its heirs, assigns, from and against the Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.

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