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MARCHBANKS, CHAPMAN, & HARTER, P.A. 111 TOY STREET, GREENVILLE, S. C. 29603

MORTGAGE OF REAL ESTATE -

800-1624-372

FILED

STATE OF SOUTH CAROLINA GREENVILLE S.C. MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE SEP 7 9 58 AM '83

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. ... R.M.C.

WHEREAS WE, JOHN THOMAS OWENS and NANCY JO OWENS

(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 EIGHT THOUSAND ONE HUNDRED TWENTY SIX AND 44/100 Dollars (\$ 8,126.44) due and payable

IN ACCORDANCE WITH THE TERMS OF THE NOTE OF EVEN DATE HEREWITH FOR WHICH THIS MORTGAGE STANDS AS SECURITY

with interest thereon from date at the rate of 15% 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, known and designated as Lot 29 on plat of Blue Berry Park, recorded in Plat Book BB, at Page 18, and on a more recent survey as property of John Thomas Owens and Nancy Jo Owens, prepared by R. B. Bruce, RLS, dated October 22, 1979, recorded in Plat Book 7-K at Page 31, and having such courses and distances as will appear by later plat.

This is the same property conveyed to the Mortgagors herein by Deed of Maxie P. Stancil and Charles H. Stancil, dated October 26, 1977 and recorded in Deed Book 1114 at Page 320.

This mortgage is second and junior in priority to that certain mortgage given by Mortgagors herein to Cameron-Brown Company, dated October 26, 1979, and recorded October 26, 1979 in Mortgage Book 1485 at Page 842 in the RMC Office for Greenville County, South Carolina.

STATE OF SOUTH CAROLINA DOCUMENTARY TAX COMMISSION STAMP TAX 03 28

SEP 7 1983 601

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.

(CONTINUED ON NEXT PAGE)

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