

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

MORTGAGE OF REAL ESTATE

Mortgagee's Address: P.O. Box 6807  
Greenville, SC  
29606

STATE OF SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

BOOK 1626 PAGE 621

WHEREAS we, J. RAY JACKSON and MARJORIE D. JACKSON,

(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 Twelve Thousand Four Hundred Fifty Two Dollars and

83/100-----Dollars (\$12,452.83 ) due and payable

per terms of promissory note of even date

with interest thereon from date at the rate of 15% per centum per annum, to be paid: per terms of note of even date

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, being known and designated as Lot 56, Hiwassee Drive on plat of Indian Hills Subdivision recorded in the RMC Office for Greenville County in Plat Book "QQ" at Page 11, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Hiwassee Drive at the joint front corner of Lots 55 and 56, and running thence with the line of Lot 55, S. 24-54 E. 183.8 feet to an iron pin in the line of Lot 57; thence with the line of Lot 57, S. 80-30 W. 160.3 feet to pin in Saponee Drive; thence with the eastern side of Saponee Drive N. 9-30 W. 106.2 feet to pin; thence with the curve of the intersection of Saponee Drive and Hiwassee Drive, the chord of which is N. 27-48 E. 63.5 feet to pin on Hiwassee Drive; thence continuing with the southern side of Hiwassee Drive, N. 65-06 E. 75 feet to the point of beginning.

This is the same property conveyed unto Mortgagors herein by Deed of John T. Barton and Mildred E. Barton, dated September 27, 1962, and recorded September 28, 1962, in the RMC Office for Greenville County, South Carolina, in Deed Book 707 at Page 455.

This mortgage is second and junior in lien to that certain mortgage given by J. Ray Jackson and Marjorie D. Jackson to First Federal Savings and Loan Association of Greenville, South Carolina, dated January 28, 1975, and recorded January 31, 1975, in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1332 at Page 439.

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STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
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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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