

GADDY & DAVENPORT, P.A., ATTORNEYS AT LAW
State of South Carolina
County of GREENVILLE

Mortgage of Real Estate

THIS MORTGAGE is dated

October 20, 1983

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THE "MORTGAGOR" referred to in this Mortgage is Ann H. Martin,

whose address is 9 East Earle Street, Greenville, South Carolina 29609,---

THE "MORTGAGEE" is Community Bank,

whose address is 416 East North Street, Greenville, South Carolina 29601

THE "NOTE" is a note from Ann H. Martin to Mortgagee in the amount of \$ 20,012.04, plus finance charges/ dated October 20, 1983. The Note and any documents renewing, extending or modifying it and any notes evidencing future advances are all referred to as the "Note" and are considered to be a part of this Mortgage. The final maturity of the Note is April 17, 1984. The amount of debt secured by this Mortgage, including the outstanding amount of the Note and all Future Advances under paragraph 13 below, shall at no time exceed \$ 20,012.04, plus interest, attorneys' fees not to exceed fifteen (15%) per cent of the unpaid debt, and court costs incurred in collection of amounts due hereunder, and Expenditures by Mortgagee under paragraph 5 below. Interest under the Note will be deferred, accrued or capitalized, but Mortgagee shall not be required to defer, accrue or capitalize any interest except as provided in the Note.

THIS MORTGAGE is given to secure to Mortgagee the repayment of the following amounts, with interest: (a) the indebtedness evidenced by the Note; (b) any Future Advances made under paragraph 13 below; (c) Expenditures by Mortgagee under paragraph 5 below; and (d) attorneys' fees, court costs and other amounts which may be due under the Note and this Mortgage. In consideration of the above indebtedness and for other valuable consideration which Mortgagor acknowledges receiving, Mortgagor does hereby mortgage, grant and convey to Mortgagee, and the Mortgagee's heirs, successors and assigns, the following described property:

ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, on the northeastern side of East Earle Street, being known and designated as a portion of Lot Number 2 as shown on a plat of "Section F, Stone Land Company", recorded in the R. M.C. Office for Greenville County, South Carolina, in Plat Book K, at Page 277, and having, according to a more recent plat entitled "Property of Paul Henry Newton and Betty Jo Newton", dated November 9, 1971, and prepared by Carolina Surveying Company, the following metes and bounds:

BEGINNING at an iron pin on the northeastern side of East Earle Street at the joint front corner of Lots Number 1 and 2 and running thence with the line of Lot Number 1, N. 17-09 E. 130 feet to an iron pin; thence S. 71-20 E. 63.83 feet to an iron pin in the line of Lot Number 3; thence with the line of Lot Number 3, S. 17-09 W. 130 feet to an iron pin on the northern side of East Earle Street; thence with the northern side of East Earle Street, N. 71-20 W. 63.83 feet to the point of beginning.

This is the identical property conveyed to William M. Martin and Ann H. Martin by deed from Henderson-Martin Properties, Inc., dated April 20, 1983, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1186, at Page 711. See also deed from William M. Martin to Ann H. Martin dated October 18, 1983, recorded in the R.M.C. Office for Greenville County in Deed Book 1198, at Page 753.

This mortgage is second and junior in lien to that certain mortgage given by William M. Martin and Ann H. Martin to The Kissell Company, in the principal amount of \$67,500.00, dated April 20, 1983, recorded in the R. M. C. Office for Greenville County, South Carolina, in Mortgage Book 1602, at Page 711.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
RECORDED
STAMP
OCT 21 1983

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto):

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