

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED
GREENVILLE S.C.
NOV 4 9 35 AM '83
DONALD STEPHENS
R.M.C.
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JIMMY L. STEPHENS

(hereinafter referred to as Mortgagor) is well and truly indebted unto COMMUNITY BANK, whose address is Post Office Box 6807, Greenville, S.C., 29606,

(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 -----

TEN THOUSAND AND NO/100----- Dollars (\$ 10,000.00) due and payable as per the terms of said note

with interest thereon from date at ~~the rate of~~ ~~per annum~~ to be paid: as per the terms of said note.

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, on Hammett Road, being shown as Lot No. 124 on plat of SECTION NO. 2, RIVER DOWNS, prepared by Piedmont Engineers, Architects & Planners, dated September 22, 1975, recorded in the RMC Office for Greenville County, S.C., in Plat Book 5-D at Page 91, and revised on February 11, 1976, the revised plat being recorded in Plat Book 5-P at Page 15, and having, according to said latter plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Hammett Road, joint front corner of Lots 123 and 124, and running thence along said Hammett Road S. 35-20 E. 113 feet to an iron pin, joint front corner of Lots 124 and 125; thence S. 57-06 W. 218.41 feet to an iron pin; thence N. 31-07 W. 120 feet to an iron pin, joint rear corner of Lots 123 and 124; thence N. 59-01 E. 210 feet to the point of beginning.

This being a portion of the property conveyed to the Mortgagor herein by deed of William R. Rowan, III, and Judith G. Rowan recorded January 5, 1979, in the RMC Office for Greenville County, S.C., in Deed Book 1094 at Page 880.

This is a second mortgage junior in lien to that mortgage from Jimmy L. Stephens to First Federal Savings and Loan Association recorded March 30, 1981, in the RMC Office for Greenville County, S.C., in Mortgage Book 1536 at Page 471, securing \$66,650.00.

RECORDED IN THE R.M.C. OFFICE FOR GREENVILLE COUNTY, S.C. ON NOV 4 1983 AT 9:35 AM
STAMP \$10,000.00

400 3
11A01

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 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.

0 2 1 0

2328 (M-2)