

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

FILED
OFFICE OF THE CLERK OF COURTS
SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

NO. 1635 REC 65

TO ALL WHOM THESE PRESENTS MAY CONCERN:

1983 APR 11

WHEREAS, Carl S. Matheny, JR. ASLEY
R.M.C.

(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 Twelve and No/100 Dollars \$8,012.00; due and payable

360 days from date with interest quarterly

with interest thereon from date at the rate of 15.20 per centum per annum, to be paid: as per the terms of the 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

ALL that certain piece, parcel or unit situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Unit 22-A of Wildaire Merry Oaks Horizontal Property Regime III, as is more fully described in Master Deed dated April 23, 1980, and recorded in the RMC Office for Greenville County, S.C. in Deed Book 1125 at Pages 528 thru 590 inclusive, and survey and plot plan recorded in Plat Book 7-Y at Page 20, RMC Office for Greenville County.

This being the same property conveyed to the Mortgagor herein by deed of Cheryl N. Hughes dated March 11, 1983 and recorded March 14, 1983, in the RMC Office for Greenville County, South Carolina, in Deed Book 1184 at Page 319.

THIS IS A SECOND MORTGAGE

RECORDED
STAMP 03 24

1001
C 007

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.