

FILED  
GREENVILLE S.C.

Mortgagee's Address:

Community Bank  
P. O. Box 6807  
Greenville SC 29606

STATE OF SOUTH CAROLINA

2 23 1983  
JUN 1 1983  
R.M.C.

SECOND

MORTGAGE OF REAL ESTATE

vol. 1136 pg. 322

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

**VIRGIL L. BALLIEW, SR.**

WHEREAS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto **COMMUNITY BANK**

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

**FIFTY THOUSAND AND NO/100ths** due and payable  
**\$50,000.00**

on demand

Community Bank prime + 1% as prime changes

with interest thereon from date at the rate of / 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 Mortgagee 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 lot of land in the State of South Carolina, County of Greenville, in Oneal Township, containing 13.66 acres, more or less, lying on the northwesterly side of McElhaney Road and being designated as Lot No. 36, Block 1, on Sheet 632.1 of the Greenville County Tax Maps.

LESS, HOWEVER, a lot containing 1.20 acres which has been conveyed to Virgil L. Balliew, Jr., such lot being more particularly described on a survey for Virgil L. Balliew, Jr., dated April 12, 1979 and recorded in Plat Book 7-E at Page 67.

THIS is the remaining portion of a 22.1 acre tract conveyed to the Mortgagor by separate deeds of John W. Dill, et al and Conelius Dill, et al, recorded on September 27, 1947 in Deed Book 320 at Page 389 and in Deed Book 320 at page 388 respectively.

THIS MORTGAGE is second and junior in lien to that mortgage from Virgil L. Balliew to Bank of Greer, in the original amount of \$43,000.00 recorded May 15, 1979 in Vol. 1466 at Page 377 in the R.M.C. Office of Greenville County.

RECORDED  
MAY 15 1983  
COMMUNITY BANK

2 NO 22 83

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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 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 Mortgagee 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 Mortgagee 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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