

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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FILED
RECEIVED FOR
DEC 15 11 28 AM '33
MORTGAGE OF REAL ESTATE
TO WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, B. Frederick Stuart

(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 Thirty Thousand and no/100

----- Dollars (\$ 30,000.00) due and payable
plus interest

with interest thereon from date at the rate of 13.18 per centum per annum, to be paid: upon maturity

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

ALL that piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, on the northern side of Bridgewater Drive, being shown and designated as Lot No. 309 on a plat of BOTANY WOODS, SECTOR VII, made by Piedmont Engineering Service, dated June, 1962, recorded in the RMC Office for Greenville County, SC in Plat Book YY at Pages 76 and 77, reference to which is hereby craved for the metes and bounds, thereof.

This being the same property inherited by the grantor herein through the Estate of Maria S. Stuart as shown in the Probate Courts records for Greenville County, South Carolina in Apartment 1626, File 11.

THIS IS A SECOND MORTGAGE

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STAMP \$12.00

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.

4. TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

5. 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 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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