

MORTGAGE OF REAL ESTATE

FILED  
GREENVILLE CO. S. C.  
STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

9 23 83  
JONNIE W. WALKERSLEY  
R.M.C.

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WHEREAS, ALMA G. HUBEL

(hereinafter referred to as Mortgagor) is well and truly indebted unto COMMUNITY BANK, P. O. Box 6807, Greenville, South Carolina 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

Ninety Thousand and no/100 ----- Dollars (\$ 90,000.00----) due and payable

Principal payable on demand; interest to be computed as follows: Community Bank's prime lending rate plus 1%.

with interest thereon from date at the rate of as set forth above 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 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 unimprovements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, more particularly described as follows:

ALL that certain piece, parcel or lot of land with the improvements thereon, lying and being on the northerly side of Redbud Lane, near the City of Greenville, South Carolina, and being designated as Lot No. 58 on plat entitled "Green Valley Estates" as recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book QQ, Page 2, and having according to said plat, the following metes and bounds, to-wit:

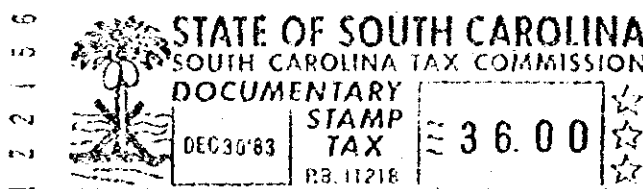
BEGINNING at an iron pin on the northerly side of Redbud Lane, joint front corner of Lots 58 and 59 and running thence along the common line of said lots N. 11-22 W. 291.2 feet to an iron pin on the edge of golf course; thence N. 85-05 E. 192.2 feet to an iron pin, joint rear corners of Lots 57 and 58; thence along the common line of said lots S. 17-19 E. 257.7 feet to an iron pin on the northerly side of Redbud Lane; thence along said Lane S. 76-38 W. 120 feet; thence continuing with said Lane S. 83-41 W. 100 feet to an iron pin, the point of beginning.

This conveyance is subject to all setback lines, roadways, easements and rights of ways, if any, affecting the above described property. For restrictions applicable to subdivision, see Deed Book 593, Page 297.

This is the identical property conveyed to Alma G. Hubel by deed of Richard E. Hubel dated June 14, 1979, and recorded in the R.M.C. Office for Greenville County in Deed Book 1004 at Page 914 on June 15, 1979.

This mortgage is junior in priority to that certain mortgage given by Alma G. Hubel to First Federal Savings & Loan Association, recorded in the Greenville County R.M.C. Office in Mortgage Book 1401 at Page 57 on the 15th day of June, 1977, in the original amount of \$84,000.00.

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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 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 such 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.

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.

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