

HORTON, DRANDY, MARCHBANKS, ASHMORE, CHAPMAN & BROWN, P.A. 307 PETTIGRU ST., GREENVILLE, S.C. 29603

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE GREENVILLE CO. S.C. MORTGAGE OF REAL ESTATE BOOK 76 PAGE 411

COMMUNITY BANK
East Clark Street
Greenville, S.C.
DONNIE S. TANKERSLEY
P.M.C.

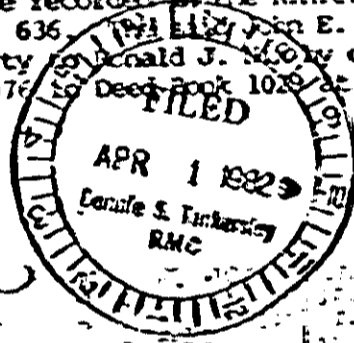
WHEREAS F. Towers Rice and Ronald L. Nix

(hereinafter referred to as Mortgagee) is well and truly indebted unto Community Bank

(hereinafter referred to as Mortgage) as evidenced by the Mortgage's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Twenty-five Thousand and No/100

Dollars (\$25,000.00) due and payable in 60 equal monthly installments of \$416.66 each to be applied to principal with interest on the unpaid balance at the rate of 24% per annum from the southwest corner of Chick Springs Road; thence along the southwestern edge of Chick Springs Road S. 33-13 E., 150 feet to the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Rice-Cleveland Company and F. Towers Rice to F. Towers Rice and John E. Fontaine recorded in the R.M.C. Office for Greenville County on December 29, 1972 in Deed Book 963 at Page 636. John E. Fontaine subsequently conveyed his one-half interest to the subject property to Ronald J. Nix by deed recorded in the R.M.C. Office for Greenville County on January 6, 1976 in Deed Book 1029 at Page 836.



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March 1982
2.0001
Donnie S. Tankersley
R.M.C.

Together with all and singular rights, members, appurtenances and appertinances to the same belonging in any way incident or appertaining, and 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 Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagee further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee by such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, or credits that may be made hereafter to the Mortgagee by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

(2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and contracts thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in favor of the Mortgagee, and that it will pay all premiums thereon when due, and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.