

1437

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RECORDED
10 27 1975
COMMUNITY BANK

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Charles D. Northenor and Bill E. Dale

(hereinafter referred to as Mortgagor) is well and truly indebted unto Community Bank, Greenville, South Carolina,

(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

Seven Thousand Eight Hundred Twenty-Nine and 40/100

Dollars (\$ 7,829.40) due and payable

(for terms of payment, see note of even date)

with interest thereon from at the rate of seven(7%) per centum per annum, to be paid: (interest included in above amount)

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, being known and designated as Lot No. 70 on plat of Cedar Vale, Section 2, recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book 4-F, at page 12, and having, according to said plat, the following metes and bounds, to-wit: BEGINNING at an iron pin on the northern side of Overton Avenue at the joint front corner of Lots Nos. 69 and 70, and running thence with the line of Lot No. 69, N 23-41 W 178.6 feet to an iron pin in the line of property now or formerly of Casa Loma Estate; thence with the line of the said Casa Loma Estate Property, N 67-02 W 110 feet to an iron pin at the joint rear corner of Lots Nos. 70 and 71; thence with the line of Lot No. 71, S 23-11 W 198.1 feet to an iron pin on the northern side of Overton Avenue; thence with the northern side of Overton Avenue, S 76-11 E 40 feet to an iron pin; thence continuing with the northern side of Overton Avenue, S 78-12 E 60 feet to an iron pin; thence still continuing with the northern side of Overton Avenue, S 75-41 E 10 feet to the point of beginning and being the same conveyed to the Mortgagors herein by Deed dated October 6, 1975 and recorded in the R.M.C. Office for Greenville County by Norris S. Newton and Charlotte C. Newton in Deed Book 1025, at page 455.

This mortgage is given in consideration of and is junior in rank to that mortgage given by Mortgagors herein to Fidelity Federal Savings and Loan Association in the original amount of \$29,600.00, said mortgage being recorded on October 7, 1975 in Mortgage Book 1350, at page 655.

COMM. 10 27 1975

STAMP 303.16

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.
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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