P. O. Box 6556, Greenville, SC 29606 MORTGAGE OF REAL ESTATE-Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C.VOL 1470 PAGE 100

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE Jun 20 10 34 AH 19 whom these presents may concern:

DONNIE S. TANKERSLEY

JERRY THOMAS BROOKS and SUSHACS. ALLEN BROOKS WHEREAS,

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

(hereinaster 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, Five Hundred and No/100-----

----- Dollars (\$ 7,500.00) due and payable

as follows: The sum of \$173.79 is due on August 8, 1979 and the sum of \$173.79 is due on the 8th day of each and every month thereafter until paid in full.

with interest thereon from

at the rate of 13.50% 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 improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the north side of Sellwood Circle in the Town of Simpsonville, Austin Township, Greenville County, S.C., being shown as Lot 220 on Plat of Section III of Westwood Subdivision, recorded in the RMC Office for Greenville, S.C. in Plat Book 4N at Page 30, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Sellwood Circle at the joint corner of Lots 220 and 221 and runs thence along the line of Lots 221, N. 3-35 W. 139.3 feet to an iron pin; thence along the line of Lots 214 and 215, S. 89-39 W. 86 feet to an iron pin; thence along the line of Lot 219, S. 3-38 E. 143.9 feet to an iron pin on the north side of Sellwood Circle; thence along Sellwood Circle, N. 86-37 E. 86 feet to the beginning corner.

THIS being the same property conveyed to the mortgagors herein by deeds recorded in the RMC Office for Greenville County, S.C. as follows: Deed Book 1101, Page 120, Deed Book 1047 at Page 93 and Deed Book 943 at Page 556.

THIS mortgage is second and junior in lien to that mortgage given to the United States of America, dated May 16, 1972, recorded in the RMC Office for Greenville County, S.C. on May 17, 1972 in Mortgage Book 1233 at Page 511.

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.

S S 5