

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RECORDED
1:37 PM '80
HARRISLEY

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

WHEREAS, GAIL MARSHBANKS a/k/a GAIL MARCHBANKS

(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 Twenty One Thousand Nine Hundred Forty and 20/100

Dollars (\$ 21,940.20) due and payable

in accordance with terms of note of even date herewith

including interest thereon from date at the rate of 14.50 APR 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 southern side of Havenhurst Drive and being shown as Lot No. 40 on Plat No. 1 of Homestead Acres, recorded in the R.M.C. Office for Greenville County in Plat Book RR, Page 35 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Havenhurst Drive, at the joint front corner of Lots 39 and 40 and running thence with the line of Lot 39 S. 25 E., 175 feet to an iron pin in the line of Lot 29; thence along the rear of Lots 29 and 28 S. 65-00 W., 90 feet to an iron pin in the line of Lot 28 and the corner of Lot 41; thence along the line of Lot 41 N. 25 W., 175 feet to an iron pin on the southern side of Havenhurst Drive; thence along Havenhurst Drive N. 65-00 E., 90 feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed Harvey E. Campbell and Frances F. Campbell recorded in the R.M.C. Office for Greenville County in Deed Book 973, Page 189.

This mortgage is junior in lien to that mortgage in favor of Harvey E. Campbell and Frances F. Campbell recorded in the R.M.C. Office for Greenville County in Real Estate Mortgage Book 1273, Page 551, on April 24, 1973.

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STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
\$ 20.00

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.

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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