

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

RECORDED  
JUL 24 PM '82  
RMC OFFICE  
GREENVILLE S.C.

MORTGAGE OF REAL ESTATE

ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, MARK W. EVANS AND CYNTHIA R. EVANS

(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

FIVE THOUSAND ONE HUNDRED FIFTY SIX AND 08/100 <sup>58 M.V.L. C.L.L.</sup> Dollars (\$ 5,156.<sup>M.V.L.</sup>~~00~~<sup>.58 C.L.L.</sup>) due and payable

IN ACCORANCE WITH THE TERMS OF THE NOTE OF EVEN DATE HEREWITH  
FOR WHICH THIS MORTGAGE STANDS AS SECURITY

with interest thereon from \_\_\_\_\_ date \_\_\_\_\_ at the rate of 18% 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, and being shown and designated as Lot No. 23, Section Five on a plat of RICHMOND HILLS which plat is recorded in the RMC OFFICE for Greenville County, S. C. in Plat Book WWW, at Page 38 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Konnarock Circle at the joint front corner of Lots Nos. 22 and 23 and running thence with the line of said lots N. 1-55 W. 150 feet to an iron pin at the joint rear corner of said lots; thence with the rear line of Lot No. 23 the following courses and distances: N 88-05 E. 22.5 feet to an iron pin; thence S. 86.37 E. 87 feet to an iron pin at the joint rear corner of Lots Nos. 23 and 24; thence with the line of said lots S. 1-45 W. 143 feet to an iron pin at the joint front corner of lots Nos. 23 and 24 on Konnarock Circle; thence with Konnarock Circle the following courses and distances; N 89-50 W. 20 feet to an iron pin; thence S. 88-05 W. 80 feet to the point of beginning.

THIS is the same property conveyed to the mortgagor's herein by deed of Gilles O. Einstein and Patricia A. Einstein, dated November 14, 1980 and recorded November 17, 1980, in the RMC Office for Greenville County in Deed Book 1137 at Page 373.

THIS mortgage is junior in lien to that certain mortgage in favor of Collateral Investment Company dated October 31, 1978 and recorded November 1, 1978, in the RMC Office for Greenville County in REM Book 1449 at Page 9 in the original amount of \$30,900.00.

ECTO --- JUL 182 531

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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 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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