GREENVILLE : OUTLE

Ţ,

STATE OF SOUTH CAROLOGY COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

200×1590 PAGE 562

TO ALL WHOM THESE PRESENTS MAY CONCERN:

B M.C

WHEREAS. I, Douglas N. Kelly

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

COMMUNITY BANK, 416 East North Street Greenville, S. C. 29601

(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 ONE HUNDRED THOUSAND AND 00/100 Dollars (\$ 100,000.00) due and payable

on May 16, 1983

with interest thereon from Dec. 30

at the rate of prime

per centum per annum, to be paid: at maturity

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe at and before the scaling 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 Mortgagoe, 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, known and designated as lot # 20 on a Plat entitled Chanticleer Townhouses, Phase I, made by Webb Surveying and Mapping Co., date July 1979, and recorded in the R.M.C. Office for Greenville County, SC, in Plat Book 7C at Page 70.

This is the same property conveyed to the mortgagor herein by Chanitcleer Townhouses, Inc. by deed dated 12/28/82, recorded the same day as this mortgage is recorded in Deed Book 1/29 at Page 889 in the RMC Office for Greenville County, S. C.

This mortgage is second in priority to that mortgage given by Douglas N. Kelly to Chanticleer Townhouses, Inc.

OF SOUTH CAROLINA

OF SOUTH CARO

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 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 Mostgagor covenants that it is lawfully seized of the premises heireinabove 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 Mostgagor further covenants to warrant and forever defend all and singular the said premises unto the Mostgagoe forever, from and against the Mostgagor and all persons whomsoever lawfully claiming the same or any part thereof.

4.20CI

N

EENVILLE OFFICE SUPPLY CO. INC