

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLEFILED
GREENVILLE R.M.C.

MORTGAGE OF REAL ESTATE

JUL 6 4 48 PM '93

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. BAILEY
R.M.C.

WHEREAS, Samuel W. Austin and Patsy G. Austin

(hereinafter referred to as Mortgagor) is well and truly indebted unto Community Bank, P.O. Box 6807, Greenville, South Carolina 29606

(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 Ten Thousand

Dollars (\$10,000.00) due and payable

with interest thereon from even date at the rate of 10% per centum per annum, to be paid: as set forth in said note.

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:

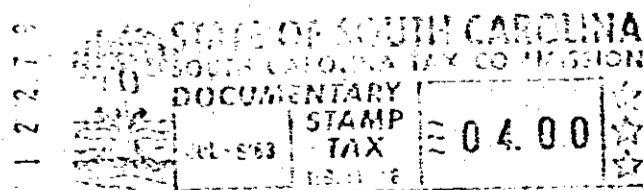
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, lying and being on the eastern side of Konnarock Circle being shown and designated as Lot 32 on a plat of Richmond Hills, Section 5 as recorded in the RMC Office for Greenville County, South Carolina in Plat Book WWW, Page 38 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Konnarock Circle at the joint front corner of Lots 31 and 32 and running thence with the common line of said lots, S 34-57 E 157.6 feet to an iron pin; thence with the line of Lot 33, S 60-05 W 41-8 feet to an iron pin at the corner of a cemetery; thence with the line of said cemetery, S 87-27 W 65 feet to an iron pin; thence continuing with the line of said cemetery, S 2-33 W 15 feet to an iron pin on the northern edge of an unnamed road leading to said cemetery; thence along the northern side of said road, N 62-24 W 89 feet to an iron pin on the southeastern side of Konnarock Circle; thence with curve of the southeastern side of Konnarock Circle, the chords of which are N 27-36 E 60 feet to an iron pin N 33-36 E 47 feet to an iron pin and N 45-59 E 50 feet to an iron pin, the point of beginning.

DERIVATION: This being the same property conveyed to Mortgagors herein by deed of George R. Bailey and Doris S. Bailey as recorded in the RMC Office for Greenville County, South Carolina in Deed Book 998, Page 231, on May 3, 1974.

This mortgage is junior and second in lien to that certain note and mortgage given to Fidelity Federal Savings and Loan Association (now American Federal Savings and Loan Association) as recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 1309, Page 206, on May 3, 1974.

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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 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 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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