GREENVILLE GL. J. V

MORTGAGE OF REAL ESTATE-OIGHT 26 ILLIAMS RUIERRY, ATTORNEYS AT LAW, GREENWILLIAMS STATESTON

STATE OF SOUTH CAROLINA GREENVILLE COUNTY OF

RONNIE S. TARKERSLEY R.M.C.

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

WHEREAS,

Thomas E. Macfie

(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 in corporated herein by reference, in the sum of

on July 25, 1984

anterest thereon from

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date

at the rate of 121/2

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 Mertgagor 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 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 Mortgagoe, the Mortgagoe's heirs, successors and assigns:

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ALL that piece, parcel or lot of land, situate, lying, and being on the northern side of Cleveland Street, in the City of Greenville, being Lot No. 46, and a portion of Lot No. 45 as shown on plat of McDaniel Heights, made by Dalton & Neves, and revised in February 1938, recorded in Plat Book P, at Page 87, and described as follows:

BEGINNING at a stake on the northern side of Cleveland Street, at the corner of Lot No. 47, and running thence with the line of said lot, N. 4-10 W. 185 feet to a stake; thence, S. 85-50 W. 117.8 feet to a stake; thence, S. 2-48 E. 185 feet to a stake on Cleveland Street; thence, with the northern side of Cleveland Street, N. 85-50 E. 122 feet to the beginning corner.

The within property is the identical property conveyed to Thomas E. HacFie by deed dated May 14, 1980, which said deed is recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1125, at Page 792.

> STAMP TAX 237.60

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or apportaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fittures now or hereafter attached, connected, or fitted thereto in any manners it being the intention of the parties hereto that all fittures and equipment, other than the usual household furniture, he 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 is is lawfully seized of the premises bereinabove described in fee simple absolute, that it has good right add 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 barein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

AND THE RESERVE OF THE PERSON NAMED IN COLUMN TWO IN COLUM