MARCHBANKS, CHAPMAN, & HARTER, P.A.

MORTGAGE OF REAL ESTATE

111 TOY STREET, GREENVILLE, S. C. 29603

1627 143900

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

R. M.C.

WHEREAS. We, JAMES A. VERGAS and SOPHIA G. VERGAS,

thereinafter referred to as Mortgagor) is well and truly indebted unto COMMUNITY BANK,

per terms of promissory note of even date

with interest thereon from date at the rate of 15% per centum per annum, to be paid: per terms of

note of even date
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 Mortgagor 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 delinery of these presents, the receipt whereof is hereby acknowledged, has granted, burgained, 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 unprovements thereon, or herefter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, lying and being on the eastern side of Bransfield Court, being known and designated as Lot No. 419 on a plat of Section No. V, Del Norte Estates, made by Piedmont Engineers and Architects, dated May 23, 1972, and recorded in the RIC Office for Greenville County, South Carolina, in Plat Book 4-R, Page 17, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Bransfield Court at the joint front corner of Lots Nos.418 and 419 and running thence with the common line of said lots, N. 58-45 E. 193 feet to an iron pin; thence along the line of property now or formerly belonging to Paul G. Hefner, S. 3-28 E. 150 feet to an iron pin; thence along the rear line of Lot No. 421, S. 84-38 E. 102.4 feet to an iron pin; thence along the rear line of Lot No. 420, S. 85 W. 60 feet to an iron pin on the eastern side of Bransfield Court; thence along the curve of Bransfield Court, the chords of which are N. 9-41 E. 35 feet and N. 31-19 W. 35 feet to an iron pin, the point of beginning.

This is the same property conveyed unto Mortgagors herein by Deed of Margaret S. Hutson, dated August 15, 1977, and recorded August 16, 1977, in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1062 at Page 636.

This is a second mortgage and is junior in lien to that mortgage executed by James A. Vergas and Sophia G. Vergas to Fidelity Federal Savings and Loan Association of Greenville, South Carolina, which is dated August 15, 1977, and recorded August 16, 1977, in Mortgage Book 1407 at Page 149 in the RMC Office for Greenville County, South Carolina.

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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 Mostgagor 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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