MORTGAGE OF REAL ESTATE -

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE BIRHOD

WHEREAS, Larry A. McKinney and Robert D. McKinney

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

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX
RB.11216
2 3 9. 0 0

date

with interest thereon from

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at the rate of Prime + 1% per centum per annum, to be paid: as provided in

_____ Dollars (\$ 130,000.00) due and payable

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, rell 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

ALL those certain pieces, parcels or tracts of land situate, lying and being on the Southern side of Drayton Avenue (New Belt Line Road) near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Tracts Nos. 1 and 2 as shown on a plat entitled "Property of Carolina Loan and Trust Co.", prepared by Dalton & Neves, dated September, 1939, revised February, 1941, and recorded in the RMC Office for Greenville County in Plat Book L at Page 99, and having, according to said plat, the following metes and bounds:

BEGINNING at a point in the center of Reedy River and on the Southern side of Drayton Avenue (New Belt Line Road) and running thence with the Southern side of Drayton Avenue (New Belt Line Road) S. 85-22 W., 15 feet to an iron pin; thence continuing with the Southern side of Drayton Avenue (New Belt Line Road) S. 85-22 W., 191.5 feet to an iron pin; thence still continuing with the Southern side of Drayton Avenue (New Belt Line Road) S. 85-22 W., 73.6 feet to an iron pin on the Eastern side of the right-of-way for a Southern Railway siding; thence with the Eastern edge of said right-of-way S. 6-41 E., 270 feet to an iron pin on the Northern side of Cedar Lane Road; thence with the Northern side of Cedar Lane Road S. 62-31 E., 157 feet to an iron pin; thence continuing with the Northern side of Cedar Lane Road, S. 68-54 E., 62 feet to an iron pin; thence still continuing with the Northern side of Cedar Lane Road, S. 68-54 E., 62 feet to an iron pin; thence still continuing with the Northern side of Cedar Lane Road, S. 68-54 E., 20 feet to a point in the center of Reedy River; thence with the center line of Reedy River as the line, having a traverse line as follows: N. 68-0 W., 68 feet to a point; thence N. 16-11 E., 100 feet to a point, thence N. 26-45 W, 320 feet to the point of beginning.

This being the same property conveyed to the Mortgagors herein by deed of James H. Collins, Jr., individually and as Executor of the Estate of James H. Collins, Sr., deceased, and as Administrator of the Estate of Eva P. Collins, deceased; Lula Mae C. Ayers, individually and as Executrix of the Estate of James H. Collins, Sr., deceased; and Elizabeth C. Painter, recorded in the RMC Office for Greenville County in Deed Book 997 at Page 107 on April 15, 1974.

This Mortgage is junior in lien to that certain mortgage given to Carolina Federal Savings & Loan Association in the original principal amount of \$63,750.00, recorded in the RMC Office for Greenville County in Mortgage Book 1307 at Page 211 on April 15, 1974.

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 serzed 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 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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