

MORTGAGE - INDIVIDUAL FORM - JOHN M. DILLARD, P.A., GREENVILLE, S. C.

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JAMES P. McNAMARA and CATHERINE F. McNAMARA

(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 incorporated herein by reference, in the sum of

Thirty Five Thousand, Five Hundred Nineteen & 20/100 Dollars \$ 35,519.20  
in accordance with the terms and conditions of those certain promissory notes in the respective  
sums of \$15,519.70 dated Nov. 1, 1974 given to Community Bank by James P. McNamara, and \$20,000.00  
of even date herewith given by James P. McNamara to Community Bank, the terms and conditions of  
which are incorporated herein by reference,

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 piece, parcel or lot of land situate, lying and being on the southern side of Darien Way and the eastern side of Highbourne Drive, in Butler Township, Greenville County, South Carolina, being shown and designated as Lot No. 13 on a plat of WATSON'S ORCHARD made by Piedmont Engineers & Architects, dated February 1966 revised July 8, 1966 and December 28, 1966, recorded in the RMC Office for Greenville County, South Carolina in Plat Book 000 at page 99, reference to which is hereby craved for the metes and bounds thereof. The property mortgaged herein is the same conveyed to James P. McNamara and Catherine F. McNamara by deed of Richard F. Watson, Jr. and Evelyn P. Watson recorded in the RMC Office for Greenville County, South Carolina in Deed Book 771 at page 145.

The within mortgage has been given as security for two (2) notes executed by James P. McNamara to Community Bank, one in the sum of \$15,519.70, dated November 1, 1974 for the purpose therein set forth, and the other in the sum of \$20,000.00, of even date herewith, for the purpose or purposes set forth in said note. Catherine F. McNamara has mortgaged her interest in the above described property to secure said notes but nothing herein contained or in said notes shall make Catherine F. McNamara liable for payment of said notes or for any deficiency judgment which may be obtained thereon.



Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

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