P.O. Box 6807, Greenville, S. C. 29606

MORTCAGE OF REAL ESTATE-Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C. 2363 1421 121623

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

C. BARRY JOHNSON and DOLORES D. JOHNSON

(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 -----

Nine Thousand Three Hundred Seventy-seven and 40/100s (\$9,377.40) dox motionable including add on interest at the rate of twelve (12%) per cent per annum until paid in full, in monthly installments of \$156.29 on the first day of February, 1978, and continuing on the first day of each month thereafter for 60 months, interest to be paid monthly, which were transfer to the 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 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, being known and designated as Lot 20 on a Subdivision known as River Down according to plat thereof prepared by Piedmont Engineers, Architects, Planners, dated July 17, 1974, and recorded in the R.M.C. Office for Greenville County in Plat Book 4-R at pages 75 and 76 and having, according to said plat, the following metes and bounds, towit:

BEGINNING at an iron pin on the southeastern side of Morgan Court, joint front corner of Lots 20 and 21 and running thence with the joint line of said lots, S. 68-42 E. 259.80 feet to an iron pin at the joint rear corner of Lots 20 and 21; thence with the rear line of Lot 20, along the branch as the line, the traverse lines of which are S. 49-36 W. 92.10 feet to an iron pin and S. 60-52 W. 164.84 feet to an iron pin at the joint rear corner of Lots 19 and 20; thence with the joint line of said lots, N. 20-47 W., 223.64 feet to an iron pin on the southern side of Morgan Court; joint front corner of Lots 19 and 20; thence with the curvature of said Morgan Court, the chords of which are N. 81-22 E. 30 feet to an iron pin and N. 46-24 E. 30 feet to the point of BEGINNING.

Being the same property conveyed to the mortgagors by deed of Jon M. Bass and Mary A. Bass, dated June 29, 1977, recorded July 1, 1977, in the RMC Office for Greenville County, in Deed Volume 1059 at page 691.

OThis mortgage is second and junior in lien to mortgage in favor of Fidelity Federal Savings and Loan Association, in the original amount of \$38,500.00, recorded July 1, 1977, in Mortgage Book 1402 at page 889 in the RMC Office for Greenville County, SouthCarolina.

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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 fixtures solventhen the usual household furniture, be considered a part of the real estate.

n TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

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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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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