Oct 15 4 28 PH '80

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

TAKKERSLEY SOUNNE R M.C

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

Jimmy M. Durham and Lynda D. Durham WHEREAS.

(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

Seven Thousand Three Hundred Ninety One & 49/100 Dollars (\$7,391.49

with interest thereon from October 15,1980the rate of 14.50APR per centum per annum, to be paid: According to the terms of the note of even date herewith for which this mortgage stands as security.

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:

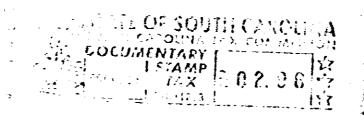
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the 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, town of Mauldin, ALL that piece, parcel or lot of land lying and being on the northern side of Maple Drive and being known and designated as Lot No. 54 on a plat of PEACHTREE TERRACE Subdivision, plat of which is recorded in the RMC Office for Greenville County in Plat Book EE at page 189, and having, according to said plat, the following metes and bounds, to-wit;

BEGINNING at an iron pin on the northern side of Maple Drive at the joint front corner of Lots 54 and 55 and running thence with the common line of said Lots N.14-65 W. 175.8 feet to an iron pin; thence S. 72-18 W. 105 feet to an iron pin on the eastern side of Ashmore Bridge Road; thence with said Road S. 14-55 E. 50 feet to an iron pin thence continuing with said Ashmore Bridge Road; S. 3-28 E. 78.5 feet to an iron pin in the corner of the intersection of Ashmore Bridge Road and Maple Drive; thence with the curve of said intersection, the chord of which is S.47.09 E. 43.3 feet to an iron pin on Maple Drive; thence with said Drive N. 82.18 E. 96.7 feet to the point of beginning.

THIS is the same property conveyed to the mortgagors herein by deed of Julian S. Howey and Bonita B. Howey dated August 16, 1977, and recorded in Greenville county in deed book 952 at page 98.

This is a second mortgage junior in lein to that mortgage held by First Federal Savings and Loan Association Recorded in Greenville County on August 16, 1972 in book 1245 at page 237.



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 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.