

MORTGAGE OF REAL ESTATE -

Vol. 1349 No. 233

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, RALPH L. AND LYRIC P. OGDEN

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

COMMUNITY BANK Post Office Box 6807, Greenville, South Carolina 29606

(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

Eighty-five thousand and No/100ths----- Dollars (\$ 85,000.00) due and payable

in accordance with the terms of the 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, 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, on Rockingham Road in that certain subdivision known as "Barksdale" and being known and designated as Lot 68 according to a plat entitled "Property of Ralph L. Ogden and Lyric P. Ogden" and made by Carolina Surveying Company dated January 31, 1984 and recorded in the RMC Office for Greenville County, South Carolina in plat book 10-H at page 82 and being more particularly described as follows:

BEGINNING at an iron pin on the Southwest side of Rockingham Road at the joint front corner of Lots 68 and 69 and running along Rockingham Road S 16-42 E 150 feet to an iron pin; thence turning S 69-18 W 276 feet to an iron pin at the joint rear corner of Lots 67 and 68; thence continuing N 25-50 W 171.50 feet to an iron pin at the joint rear corner of Lots 68 and 69; thence turning N 73-18 E 302.8 feet to an iron pin at the joint front corner of Lots 68 and 69, point of beginning.

THIS property is subject to such restrictions, setback lines, zoning ordinances, utility easements and rights of way, that appear upon the recorded plat, records at the Greenville County Courthouse and/or upon inspection of premises.

THIS is the identical property conveyed to the Mortgagors by deed of Thomas A. Hall recorded in the RMC Office for Greenville County, South Carolina on February 21, 1984 in deed book 1206 at page 610.

THIS mortgage is junior in lien to that certain mortgage given by the Mortgagors to Thomas A. Hall in the amount of One hundred ten thousand and No/100ths (\$110,000.00) dated February 21, 1984 and recorded in the RMC Office for Greenville County, South Carolina in mortgage book 1648 at page 784.

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STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX
FEB 22 1984
34.00
P.B. 11218

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 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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