

MARCHBANKS, CHAPMAN, & HARTER, P.A. 111 TOY STREET, GREENVILLE, S. C. 29603

MORTGAGE OF REAL ESTATE -

Mortgagee's Address:

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED S.C.
JUN 19 2 44 PM '84
DONNE S. WALKERSLEY
R.M.C.

P.O. Box 6807
Greenville, SC 29606

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN VOL 1688 PAGE 382

WHEREAS, WE, C. ALLEN BRUCE and AGNES D. BRUCE,

(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 **Two Hundred Ten Thousand and NO/100**-----

-----Dollars (\$210,000.00) due and payable

PER TERMS OF PROMISSORY NOTE OF EVEN DATE

with interest thereon from **date** at the rate of **Community Bank Prime + 1%** per centum per annum, to be paid: **per terms of 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:

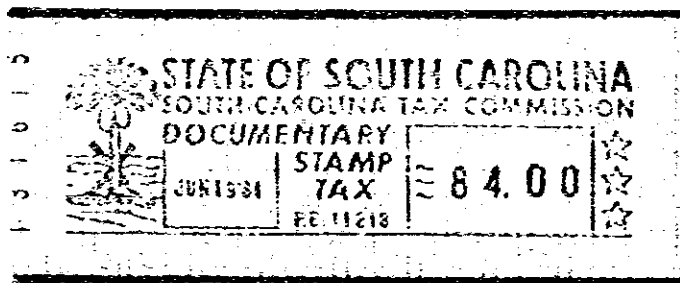
"ALL that certain piece of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, lying and being on the Southern side of McIver Street, being shown and designated as Lots Nos. 4, 5 and 6, Block B, on a Map of FOREST HILLS, made by T. C. Adams, Surveyor, dated September 23, 1936, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book D, Page 206, and having according to said plat the following metes and bounds to-wit:

Beginning at an iron pin on the Southern side of McIver Street at the joint front corner of Lots Nos. 3 and 4, Block B, and running thence along the common line of said lots S. 1-45W., 195 feet to an iron pin; thence along the rear lines of Lots Nos. 33, 34, and 35, S. 89-30 E., 135 feet to an iron pin at the joint rear corner of Lots Nos. 6 and 7; thence along the common line of said lots N. 2-00E., 187 feet to an iron pin of McIver Street; thence along the Southern side of McIver Street N. 87-00 W., 135 feet to an iron pin, the beginning corner.

This is the same property conveyed to the mortgagors herein by Deed of Frank H. Kaufmann and Janet M. Kaufmann, dated May 9, 1979, recorded May 9, 1979, in the RMC Office for Greenville County, South Carolina, in Deed Book 1102 at Page 77.

This mortgage is second and junior in priority to that certain Mortgage given by C. Allen Bruce and Agnes D. Bruce to Fidelity Federal Savings and Loan Association (now American Federal Savings and Loan Association) dated May 9, 1979, recorded May 9, 1979, in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1465 at Page 886, in the original amount of \$148,000.00.

400 a



1801

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.