

HORTON, DRAWDY, MARCHBANKS, ASHMORE, CHAPMAN & BROWN, P.A. 307 PETTIGRU STREET, GREENVILLE, S.C. 29603

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED
GREENVILLE CO. S.C.

**MORTGAGE OF REAL ESTATE
(CORPORATION)**

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, **RUN, INC.**, a corporation organized and existing under the laws of the State of South Carolina, (hereinafter referred to as Mortgagor) is well and truly indebted unto

COMMUNITY BANK

dated September 25, 1974,

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note ~~XXXXXX~~ in the sum of: **Fifty-Eight Thousand Thirty-Two and 07/100**-----Dollars (\$58,032.07) due and payable as provided for under the terms and conditions of said note, which are incorporated herein by reference and made a part hereof as though they set forth herein, with interest thereon from date at the rate of **ten** per centum per annum, to be paid as provided for in said note; and, said note being due March 24, 1975.

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 tract of land, located, lying and being in the County of Greenville, State of South Carolina, being the major portion of that property fronting on East side of Berea Forest Circle and designated "Reserved By Owner" on plat entitled "Section II, Berea Forest", recorded in the RMC Office for Greenville County in Plat Book 4N at Pages 76 and 77, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Berea Forest Circle at the northern corner of a sewer right of way and running thence with the northern side of the right of way in a northeasterly direction to the center line of Reedy River; thence with Reedy River the following courses and distances: N. 40-46 W., 85 feet, more or less, to an iron pin; thence N. 47-26 W., 171.6 feet to an iron pin; thence N. 36-55 W., 57.4 feet to an iron pin; N. 37-55 W., 97.4 feet to an iron pin; N. 24-36 W., 158.6 feet to an iron pin; N. 0-05 W., 67.8 feet to an iron pin; thence leaving Reedy River N. 89-23 W. 281.85 feet to an iron pin on the eastern side of Melody Lane; thence with the eastern side of Melody Lane S. 0-47 W. 105 feet to an iron pin at the intersection of Melody Lane and Berea Forest Circle; thence with said intersection S. 39-09 E. 38.35 feet to an iron pin on the northeastern side of Berea Forest Circle; thence with the northeastern side of Berea Forest Circle S. 79-06 E. 35.8 feet to a point; thence S. 57-01 E. 53.1 feet; thence S. 33-42 E. 80.8 feet; thence S. 25-28 E. 146.2 feet; thence S. 40-44 E. 38.15 feet; thence S. 46-45 E. 58.4 feet; thence S. 52-14 E. 214.2 feet; thence S. 46-29 E. 75 feet, more or less, to the beginning corner at the edge of right of way.

LESS, HOWEVER, those two lots known as Lot 1 and Lot 2, shown on plat entitled "Berea Forest Apartments" prepared by Jones Engineering Service and recorded in the RMC Office for Greenville County in Plat Book 4Y at Page 115, reference to which plat is hereby craved for a more complete description by metes and bounds.

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.

0261

4328 RV-2