

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

APR 13 3 03 PM '74
COMM. PROPERTIES, INC.

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

WHEREAS, I, Josephine M. Cheney

(hereinafter referred to as Mortgagor) is well and truly indebted unto Community Properties, Inc., a South Carolina Corporation

(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 Twenty One Thousand and No/100-----

----- Dollars (\$ 21,000.00) due and payable as follows: Ten Thousand and No/100 (\$10,000.00) Dollars payable forty-five (45) days from the date hereof; The balance to be paid six (6) months from the date hereof.

with interest thereon from _____ date _____ at the rate of 8-1/2% per centum per annum, to be paid: annually, according to the terms of the note 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 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, Austin Township, within the corporate limits of the Town of Mauldin, being known and designated as Lot 4 on a plat of the property of Glendale II, recorded in the RMC Office for Greenville County in Plat Book 000, Page 55, and having, according to said plat, the following courses and distances, to-wit:

BEGINNING at a point on the west side of Hickory Lane at the joint front corner of Lots 3 and 4, as shown on said plat, and running thence with the western side of Hickory Lane, N. 10-58 W. 35 feet to a point; thence still with the western side of Hickory Lane, N. 3-08 W. 65.3 feet to a point at the joint front corner of Lots 4 and 5; thence N. 86-28 W. 169.4 feet to a point at the joint rear corner of Lots 2 and 4; thence S. 10-58 E. 142.1 feet to a point at the joint rear corner of Lots 3 and 4; thence N. 29-02 E. 154.9 feet to a point on the western side of Hickory Lane at the point of beginning.

The adequacy and receipt of consideration to Mortgagor from Mortgagee herein is hereby expressly acknowledged by Mortgagor.

This being the identical property conveyed to Mortgagor by deed of Audrey H. Cheek, dated April 30, 1974, and recorded that same date in Greenville County Deed Book 998 at Page 48.

5,840



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.

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