

Mar 2 2 03 PM '77

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ATTORNEYS AT LAW  
512 Pettigru Street  
Greenville, S. C. 29601

BONNIE S. TANKERSLEY  
R.N.C.

SBA LOAN NO. GP-816590 10 00-COLA

# MORTGAGE

(Participation)

BOOK 1390 PAGE 657

This mortgage made and entered into this second day of March 19 77, by and between James L. Wynn

(hereinafter referred to as mortgagor) and

Community Bank

mortgagee), who maintains an office and place of business at

(hereinafter referred to as  
East North Street  
Greenville, S. C. 29601

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Greenville State of South Carolina

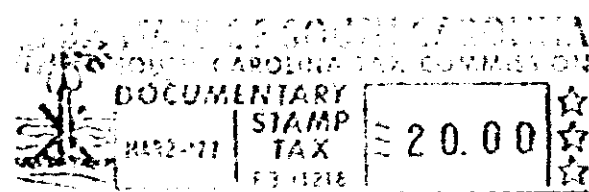
All that piece, parcel or lot of land in Greenville County, State of South Carolina, on the west side of Elmwood Street (formally Fifth Avenue) in Judson Mills No. 1. Village, being shown and designated as lot # 65 as shown on a plat of Section I of Judson Mills Village as made by Dalton and Neves, Engineers, August, 1939, which plat is recorded in the R. M. C. office for Greenville County in Plat Book K at pages 11 and 12, and having the following metes and bounds, to wit:

BEGINNING at an iron pin on the west side of Elmwood Street at the joint corner of lots 65 and 66, and running thence with Elmwood Street N. 4-30 E. 70 feet to an iron pipe, joint front corner of lots 64 and 65; thence with the line of lot 74, N. 85-30 W. 90 feet to an iron pipe, joint rear corner of lots 70 and 71; thence with the line of lot 70, S. 4-30 W. 70 feet to an iron pipe, joint rear corner of lots 65, 66, 69 and 70; thence with the line of lot 66 S. 85-30 E. 90 feet to the beginning corner.

This property is subject to the easements, rights-of-way, and restrictions and covenants as listed in a deed from Judson Mills to Phillip B. McMahan which is recorded in Deed Book 214, at Page 245, and is also the same property as was conveyed to James L. Wynn by the Secretary of Housing and Urban Development as recorded in Deed Book 912, at Page 119, both in the R. M. C. Office for Greenville County, June 10, '74

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Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property ( provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated March 2, 1977, in the principal sum of \$ 50, 000. 00, signed by James L. Wynn in behalf of James L. Wynn

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