

GREENVILLE CO. S. C.

MAR 2 2 08 PM '77

JOHN S. TANKERSLEY
R.H.C.

MORTGAGE

(Participation)

BOOK 1390 PAGE 831

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

(hereinafter referred to as

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

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, situate, lying and being in the City of Greenville, State of South Carolina, being known and designated as lot # 8-A on plat of Harcourt, property of J. Ed. Hart, recorded in the R. M. C. Office for Greenville County, South Carolina in Plat Book "F", Page 284, and having, according to said plat of the property of James L. Wynn, made by R. W. Dalton, Engineer, September, 1955, the following metes and bounds, to wit:

BEGINNING at an iron pin on the northerly side of Harcourt, joint front corner lots 8 and 8-A, and running thence N. 22-45 E. 131.4 feet to an iron pin; thence N. 67-42 W. 32.5 feet to an iron pin; thence N. 48-38 W. 51.4 feet to an iron pin in the line of lot # 10; thence along the line of lot # 10 S. 20-13 W. 50.8 feet to an iron pin; thence continuing along the line of lot # 10 S. 19-34 W. 86.8 feet to an iron pin on the northerly side of Harcourt, joint front corner of lots 8-A and 10; thence along the northerly side of Harcourt S. 59-30 E. 75 feet to an iron pin at the point of beginning.

This is the same property as was conveyed to James L. Wynn by a deed from Bright R. McGee as is recorded in the Greenville R. M. C. Office in Deed Book 535 at Page 196, dated September 23, 1955.

At the date of this filing, this property is subject to a prior mortgage held by Fidelity Federal Savings and Loan as is recorded in the Greenville R. M. C. Office in Book 1362 at Page 116, being dated March 10, 1976.

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.

Van Ripper & Hyman
ATTORNEYS AT LAW
512 Pettigru Street
Greenville, S. C. 29601.

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