

1122-1132

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

WHEREAS, Jackie D. Highley

(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 Fifteen Thousand and 00/100

Dollars (\$ 15,000.00) due and payable

in three annual installments in the sum of Five Thousand and 00/100 (5,000.00) Dollars.

with interest thereon from hereon at the rate of nine per centum per annum, to be paid quarterly

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, City of Greenville, lying and being on the north-western side of Quail Hill Drive, being known and designated as Lot No. 28 as shown on a plat of Quail Hill Estates prepared by H. L. Mathison, Jr., dated June 25, 1969, and recorded in the U. S. G. Office for Greenville County, South Carolina, in Plat Book 877 at page 201, and having according to said plat the following metes and bounds:

BEGINNING at an iron pin on the northwestern side of Quail Hill Drive at the joint front corner of lots Nos. 27 and 28 and running thence with the line of lot No. 27 N. 64-24 W. 250 feet to an iron pin in the line of property now or formerly of Jallie Huguenin; thence with the line of said Huguenin property S. 44-35 W. 90.4 feet to an iron pin at the joint rear corner of lots Nos. 28 and 29; thence with the line of lot No. 29 S. 40-31 W. 262.1 feet to a concrete monument on the northwestern side of Quail Hill Drive; thence with the curve of the northwestern side of Quail Hill Drive, the chord of which is N. 42-45 E. 119.1 feet to an iron pin; thence continuing with the northwestern side of Quail Hill Drive N. 25-36 E. 79.8 feet to the point of beginning.

This conveyance is subject to all restrictions, set-back lines, roadways, zoning ordinances, easements and rights-of-way, if any, affecting the above described property.

Derivation: Katherine H. Martin, Deed Book 1072, Page 299, on January 30, 1978.

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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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