

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

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

WHEREAS, I, Marjorie A. Tyree

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

Eight Thousand, Six Hundred Eighty-Six and 20/100 Dollars \$ 8,686.20 due and payable in sixty (60) monthly payments of \$144.77 each, the first payment commencing March 15, 1978 and continuing at the rate of \$144.77 per month until paid in full,

with interest thereon from date at the rate of 7% ADD-ON (12½% APR) per centum per annum, to be paid monthly

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 being known and designated as **TRACT NO. 9** containing 6 ACRES according to a plat of the property of **CHEROKEE ESTATES** made by Wolfe & Huskey, Inc. May 17, 1974 and recorded in the RMC Office for Greenville County in Plat Book 5X, at page 52 and having according to a plat revised November 2, 1976 the following metes and bounds:

BEGINNING at an iron pin on Scenic Highway, S.C. Highway No. 11 at the joint front corner of Tracts 9 and 10 and running thence South 02-52 West 348 feet to an iron pin; running thence North 71-18 West 415.1 feet to an iron pin; running thence North 46-45 West 525 feet; running thence North 46-58 East 186 feet to an iron pin; running thence North 02-00 East 50 feet to an iron pin on Scenic Highway, S. C. Highway 11; running thence along said Highway, South 63-55 East 728 feet to an iron pin, the beginning corner.

This being the same property conveyed to Marjorie A. Tyree by deed of Becky-Don, Inc. recorded simultaneously with this mortgage.

GCTO -----3 FEIS 78 1560

DOCUMENTARY
STAMP
TAX \$ 03.48
PB 1218

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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