

E. Wall St., Greenville, S.C.

BOOK 1435 PAGE 771

FILED
GREENVILLE CO. S. C.
MORTGAGE OF REAL ESTATE - Offices of Cheros and Patterson, Attorneys at Law, Greenville, S. C.

JUN 21 12 00 PM '78
Mortgagee's address: E. North St., Greenville, SC 29601
DONNIE S. TANKERSLEY
R.M.C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE } MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: J.F. Garrett and Elizabeth P. Garrett

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the 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

Seventeen Thousand Six Hundred Forty-six & 60/100 DOLLARS (\$ 17,646.60), with interest thereon from date at the rate of nine per centum per annum, said principal and interest to be repaid: in sixty equal monthly installments of \$294.06 each, the first of said installments being due July 22, 1978 and a like installment due on the same day of each month thereafter until paid in full.

Amount financed \$13,020.35

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 shown and

designated as Lot Number 42 of the Mountainbrook Subdivision, plat of which is recorded in Plat Book 4-F at Page 47, together with a triangular tract containing 4.741 acres to the rear of said lot and according to a more recent plat made by B. Keith Rochester & Assoc. dated October 18, 1972, described collectively, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwest side of Crosscreek Lane at the joint front corner of Lots 42 & 43 and running thence with the line of said Lots, N 48-01 W 200 feet; thence with the rear line of Lots 43 through 46, inclusive, S 41-59 W 370.4 feet; thence N 06-53 W 607.5 feet; thence, S 74-19 E 214.5 feet to the northeast corner of Lot 38; thence with the rear line of Lots 38-41, inclusive, S 41-59 W 304.8 feet to an iron pin at the joint rear corner of Lots 41 and 42; thence with the line of said lots, S 48-01 E 200 feet to an iron pin on Crosscreek Lane; thence with said Lane, S 41-59 W 90 feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed of W.H. Alford recorded November 9, 1978 in Deed Book 1045 at Page 847 and by subsequent deed from J.F. Garrett to Elizabeth P. Garrett dated June 20th, 1978 and recorded on even date herewith.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

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