

MORTGAGE OF REAL ESTATE-Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
JUN 31 4 27 PM '79

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

WHEREAS, H. Harold Tarleton, JR. and Ladson D. Tankersley

(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 One Hundred, Forty Thousand and No/100-----

----- Dollars (\$ 140,000.00) due and payable
one year from date.

with interest thereon from _____ date _____ at the rate of 12% 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, Butler Township, containing 2.07 acres, more or less, and having, according to a plat entitled "Property of Richard F. Watson, Jr.", prepared by C. O. Riddle, RLS, September, 1960, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the southwest corner of Pelham Road and a county road now known as Haywood Road, and running thence along the western edge of Haywood Road, S. 7-30 E. 354.7 feet to an iron pin; thence N. 35-30 W. 265 feet to an iron pin at the corner of a lot belonging to the mortgagors herein; thence along the line of that lot, due north 368 feet to a point on the southern side of Pelham Road; thence along the southern side of Pelham Road, N. 84-55 E. 161.3 feet to an iron pin; thence S. 51-17 E. 72.2 feet to the beginning corner.

LESS, HOWEVER, that property taken by the South Carolina Highway Department through condemnation proceedings.

THIS being the same property conveyed to the mortgagors herein by deed of J. W. Hiller, of even date, to be recorded herewith.

THE mortgagee agrees to release portions of the above described property for development, provided, however, that sufficient security in the property, as determined by appraisal, is retained under the terms of this mortgage as collateral.

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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 hereinafore 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 whatsoever lawfully claiming the same or any part thereof.

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