

FILED
GREENVILLE CO. S. C.

MAR 26 4 54 PM '79

VOL 1460 PAGE 793

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

DOONIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, RAY W. McCARSON and SHARON G. McCARSON

(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 - - - - - Dollars (\$ 15,000.00) due and payable
in twenty-four (24) equal, consecutive monthly installments of \$710.91,
commencing May 1, 1979,

with interest thereon from date / as state in Note of even date herewith
at the rate of 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, on the easterly side of Bear Grass Drive, near the City of Greenville, being shown and designated as Lot 40 on a Plat of BILTMORE, recorded in the RMC Office for Greenville County in Plat Book Y, at Page 147, and having, according to said Plat, the following metes and bounds:

BEGINNING at an iron pin on the easterly side of Bear Grass Drive at a point 295.7 feet north of the northeasterly corner of the intersection of Bear Grass Drive and Two Notch Road, said pin being the joint front corner of Lots 39 and 40, and running thence along the joint line of said Lots, S 75-14 E, 149 feet to an iron pin; thence N 24-46 E, 76.15 feet to an iron pin, joint rear corner of Lots 40 and 41; thence with the common line of said Lots, N 75-14 W, 162.2 feet to an iron pin on the easterly side of Bear Grass Drive; thence along the easterly side of Bear Grass Drive, S 14-46 W, 75 feet to the point of beginning.

This is the same property conveyed to Sharon G. McCarson and Ray W. McCarson by C. M. Grubbs, by deed dated July 23, 1969, recorded in Deed Book 949, at Page 187; also see deed to Sharon G. McCarson recorded in Deed Book 1086, at Page 403.

GCTO -----3 MR26 79 079

DOCUMENTARY
STAMP
MAR 26 79 TAX \$ 00.00
PB. 11218

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.

0793

4328 RV-2