

Mortgagee's Address: E. North Street, Greenville, South Carolina

MORTGAGE OF REAL ESTATE—Office of Wyche, Burgess, Freeman & Parham, P.A. Greenville, S. C.

1418 330

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

1979
FEB 28 AM '79
S. C. MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: JULIAN M. SMITH, JR. AND J. DAVID SMITH
MERSLEY
(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 Eighty Five Thousand and No/100
-----(\$85,000.00)----- DOLLARS (\$ 85,000.00)
with interest thereon from date at the rate of 12 per centum per annum, said principal and interest to be
repaid as follows: principal payable on demand, interest on the outstanding balance payable
quarterly commencing October 1, 1979,

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as
may be advanced or readvanced 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 Mort-
gagee 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 be-
fore the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bar-
gained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its
heirs, successors and assigns the following described piece, parcel or lot of land, with all improvements thereon,
or hereafter constructed thereon:

TRACT I. ALL that certain piece, parcel or lot of land situate, lying and being
in the City of Greenville, State of South Carolina, on the east side of Winterberry
Court and being a portion of Parcel "G" shown on plat of property of Star
Enterprises, Inc., Star Theatres, Inc. and Eight Associates, Inc., prepared by
John E. Woods, Registered Land Surveyor, dated March 25, 1971, recorded in the
R.M.C. Office for Greenville County in Plat Book 4-J at Page 35, and having
according to a more recent survey thereof made by Farmer and Simpson, Engineers,
dated February 10, 1977, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Winterberry Court at the corner of
Parcel "F" owned by the Grantor and running thence along the line of said parcel,
N. 81-42 E., 150 feet to a point; thence turning and running N. 6-50 W., 93.6 feet
to a point on the line of property now or formerly owned by D. & W Manufacturing
Company; thence turning and running along the line of said property, S. 83-10 E.,
150 feet, more or less, to an iron pin on the eastern side of Winterberry Court;
thence turning and running along the eastern of Winterberry Court, S. 6-50 E., 97.4
feet to the beginning point.

ALSO: The right to use all driveways, easements and parking areas in common with
others as set forth under the terms of that certain Agreement between Star Enterprises,
Inc. and others by an Agreement recorded in the R.M.C Office for Greenville County,
S.C., in Deed Book 913, page 328, as amended by an Agreement recorded in Deed Book
945, page 249, and in Deed Book 979, page 470.

This is the same property conveyed to Mortgagors by deed of Star Enterprises, Inc.,
dated February 15, 1977 and recorded February 16, 1977 in the RMC Office for Greenville
County, S. C. in Deed Book 1051 at Page 309. PLUS

TRACT II. All that piece, parcel or lot of land in Greenville Township, Greenville
County, State of South Carolina, in the City of Greenville, on the South side of Augusta
Street, and having the following metes and bounds, to-wit:

(CONTINUED ON BACK PAGE)

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belong-
ing 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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