

✓ MARCHBANKS, CHAPMAN, BROWN & HARTER, P. A., 111 TOY STREET, GREENVILLE, S. C. 29603  
MORTGAGE OF REAL ESTATE

BOOK 1490 PAGE 527

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

FILED  
S. C. MORTGAGE OF REAL ESTATE  
3-7-79 4 46 PM '79  
WHOM THESE PRESENTS MAY CONCERN:  
DONN LAYERSLEY  
R.M.C.

WHEREAS, James C. Polk

(hereinafter referred to as Mortgagor) is well and truly indebted unto Community Bank  
personal endorsement and guarantee of Polk Steel Service Center, Inc.  
(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 Fifty Thousand and no/100 -----  
----- Dollars (\$ 50,000.00 ) due and payable

on demand

as provided in

with interest thereon from date at the rate of the note per centum per annum, to be paid:

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, near the City of Greenville, on the Northwestern  
side of Hillendale Circle being known and designated as Lot No. 9 as shown on  
a plat of property of J. M. Black and recorded in the R.M.C. Office for Green-  
ville County, South Carolina, in Plat Book S at Page 58 and having according  
to said plat the following metes and bounds:

BEGINNING at an iron pin on the Northwestern side of Hillendale Circle at the  
corner of Tract No. 5 and running thence with the line of said tract N. 36-23 W.  
530 feet to an iron pin; thence with the line of Lot No. 15 S. 36-23 E. 558 feet  
to an iron pin on the Northwestern side of Hillendale Circle; thence with the  
Northwestern side of Hillendale Circle S. 67-33 W. 31 feet to an iron pin;  
thence continuing with the Northwestern side of Hillendale Circle S. 49-37 W.  
196 feet to the point of beginning.

The lien of the within Mortgage is junior in priority to the lien of that  
certain mortgage against the within described property given to Fidelity Federal  
Savings & Loan Association of Greenville in the original amount of \$24,000.00  
recorded in the Greenville County R.M.C. Office in REM Book 963 at Page 596.

This is the same property conveyed to the Mortgagor herein by deed of Burlington  
Industries, Inc. recorded in the Greenville County R.M.C. Office in Deed Book  
802 at Page 223.

The property described in the within real estate mortgage and other property  
included in the real estate mortgage of same date are to secure the note  
described hereinabove.

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STATE OF SOUTH CAROLINA  
DOCUMENTARY  
STAMP  
TAX \$ 29.00  
1979 MAR 13 12 12

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 such 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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