

MORTGAGE OF REAL ESTATE—Office of CLARENCE DE. CLAY, Attorney at Law, Greenville, S. C.

1113 405

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

AUG 29 11 59 AM '80  
DONNIE S. TANKERSLEY  
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Edward T. Clay, Jr. and Kathryn H. Clay

(hereinafter referred to as Mortgagor) is well and truly indebted unto Community Bank of Greenville, S. C.

(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 Twenty-nine Thousand and Two Hundred and Fifty

& no/100---

Dollars (\$29,250.00) due and payable

one year from date or September 2, 1981, with interest @ 13%  
to be due quarterly. Begin interest on December 2, 1980.

with interest thereon from date at the rate of 13.17 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:

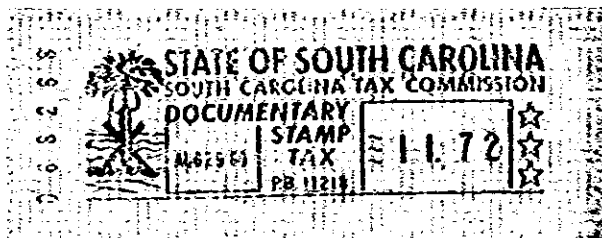
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, in the City of Greenville, being shown and designated as Lot No. 42 on plat entitled "Collins Creek, Section One", dated July 30, 1979, prepared by C. O. Riddle, Surveyor, recorded in the Greenville County RMC Office in Plat Book 7-C at Page 56, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on Collins Creek at the corner of Lots 41 and 42; and running thence N. 58-38 W. to joint front corner of Lots 42 and 43; thence N. 25-22 E. 250.49 feet to the rear corner of Lots 42 and 43; thence S. 58-57 E. 187.06 feet to the joint rear corners of Lots 42 and 41; thence N. 33-55 E. 250.39 feet to the point of beginning.

The above is a portion of the property conveyed to the Grantor herein by deed of Robert S. Small, Jr., et al., recorded in the Greenville County RMC Office in Deed Book 1123, at Page 243, on the 2nd day of April 1980.

Derivation: Deed of Collins Creek, Inc., recorded August 29, 1980.



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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 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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