

MORTGAGE OF REAL ESTATE -

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
CO. S. C.
NOV 3 46 PM '80
GONN BANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

20011523 120

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, DONALD R. HINDMAN

(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 Forty-Three Thousand and No/100

Dollars (\$ 43,000.00) due and payable

with interest thereon from November, 4, 1980 at the rate of 16.73 per centum per annum, to be paid: 90 days from this date.

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, being shown and designated on plat entitled "Plat Prepared Richard H. Wallace, Jr.", prepared by Arbor Engineering, dated April 18, 1977, and recorded in the Greenville County RMC Office in Plat Book 5P at Page 95, consisting of 2.38 acres, more or less, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Western side of the right-of-way of Black Road at the joint front corner of the within tract and a tract containing 1.460 acres and running thence, along said right-of-way S. 23-29-45 W., 290.45 feet to an iron pin on the Western side of the right-of-way of Black Road; thence N. 64-11-50 W., 379.75 feet to an iron pin; thence N. 23-17-26 E., 255.27 feet to an iron pin; thence S. 69-41-04 E., 99.38 feet to an iron pin; thence S. 69-26-01 E., 281.50 feet to an iron pin on the Western side of the right-of-way of Black Road at the joint front corner of the within tract and a tract containing 1.460 acres the point and place of beginning.

This conveyance is made subject to all easements, conditions, covenants, restrictions and rights-of-way which are a matter of record and/or actually existing on the ground affecting the above described property.

This is the same property conveyed to the mortgagor herein Donald R. Hindman by deed of Jane Stewart Wallace dated October 12, 1979 and recorded in the RMC Office for Greenville County in Deed Book 1113 at Page 596.

This mortgage subordinate to mortgage granted to Fidelity Federal and recorded in Mortgage Book 1511 Page 649.

SC 11-1-80 1160

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
TAX
1120

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.

0420

4328 RV-2