

MORTGAGE OF REAL ESTATE -

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STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

GREENVILLE CO. S.C.  
JUN 8 9 23 AM '81  
JOHN S. TANKERSLEY  
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Richard W. Bailey

(hereinafter referred to as Mortgagor) is well and truly indebted unto Community Bank, Greenville, South Carolina

(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 **Seventy-six Thousand, Five Hundred and no/100ths**  
Dollars (\$76,500.00 ) due and payable

with interest thereon from even date at the rate of 16.5 per centum per annum, to be paid as set forth in said note.

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

\*SEE BELOW

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 Mortgagee 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 Rutherford Road, being a part of Lot 1 as shown on plat of property of Mountain Ridge Industrial Park dated June 17, 1975, as prepared by Freeland & Associates and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 5D, Page 73, and having the following metes and bounds:

BEGINNING at an iron pin on Rutherford Road approximately 85.45 feet from Mountain Ridge Drive and running thence N 17-35 E 70.47 feet to an iron pin; thence S 72-25 E 19 feet to an iron pin; thence N 17-35 E 200 feet to an iron pin; thence N 72.25 W 129 feet to an iron pin in Mountain Ridge Drive, thence N 17-35 E 28.88 feet to an iron pin; thence leaving Mountain Ridge Drive and running S 70-37 E 254.12 feet to an iron pin in the line of property now or formerly owned by Brent Corporation; thence running S 17-41 W 281.79 feet to an iron pin on Rutherford Road; thence, running with Rutherford Road, N 79-05 W 17.14 feet to an iron pin; thence, continuing with Rutherford Road, N 75-52 W 126.70 feet to the point of beginning.

DERIVATION: This being the same property conveyed to R. D. Garrett by Plexico-Francis Enterprises, a Partnership, by deed dated May 6, 1974, as recorded on May 7, 1974, in the RMC Office for Greenville County, South Carolina in Deed Book 998, Page 399.

FOR plat of property described above, see Plat Book 7B, Page 91.

WHEREAS, Robert D. Garrett, owner of the property described herein, desires and is willing to secure the indebtedness of Mortgagor by the giving of this second mortgage, it being understood and agreed by the Mortgagee that said Robert D. Garrett shall in no way be responsible for the payment due under said promissory note and the extent of liability to Robert D. Garrett is the interest of R. D. Garrett in the within described property. References to Mortgagor above as to the granting of this mortgage shall be deemed to include Robert D. Garrett.

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 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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