MORTGAGE INDIVIDUAL FORM - MITCHELIES ARIAIL, GREENVILLE, S.C.

800x 1536 PAGE 323

STATE OF SOUTH CAROLINA **COUNTY OF GREENVILLE**

CREENS TOO.S.C. MAR 27 9 50 M MORTGAGE OF REAL ESTATE

DONNIE STARKERSLEY

Stephen L. WhittenM.C WHEREAS,

(hereinalter referred to as Mortgagor) is well and truly indebted unto

Community Bank

(hereinalter 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

Twelve Thousand Six Hundred Twenty-one and 29/100--- Dollars (\$12,621.29) due and payable as provided in the terms of the promissory note of even date, said terms are incorporated herein by reference

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 piece, parcel or tract of land situate, lying and being on the eastern side of a 50 feet easement for ingress and egress from Bennett Bridge Road (S. C. Highway No. 296) in Greenville County, South Carolina containing 4.87 acres, more or less, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of a 50 foot easement from ingress and egress at the southwestern corner of the within described property and the southeastern corner of property now or formerly belonging to John P. Corn (see Plat Book 7-T at Page 99) and running thence along the southerly side of the Corn property, N. 52-52 E. 412 feet to a point in or near the center line of the Enoree River; thence with the Enoree River as the property line, S. 36-29 E. 525.5 feet to a point at the common corner of the within described property and property now or formerly belonging to Michael Albrecht (see Plat Book 7-0 at Page 28); thence along the northern side of the Albrecht property, S, 65-36 W. 494 feet to an iron pin on the eastern side of a 50 foot easement; thence along the eastern side of said 50 foot easement, N. 26-15 W. 353.9 feet to an iron pin; thence continuing along the eastern side of said easement, N. 29-41 W. 69.6 feet to an iron pin, the point of beginning.

The above property is a portion of the same property conveyed to the mortgagor by deed of L. W. Brummer recorded January 9, 1978 in Deed Book 1071 at Page 545 and by deed of Frances A. Whitten to be recorded herewith.

The above property bounded on the east by the Enoree River, on the north by property now or formerly of John P. Corn, on the west by an easement 50 feet in width for ingress and egress and on the south by property now or formerly of Michael D. Albrecht.

Ainon-exclusive easement for ingress and egress to and from Bennets Bridge Road from the above described property along a right of way 50 feet in width as shown on a plat prepared by Freeland & Associates entitled Property of Stephen L. Whitten and Frances A. Whitten dated October 18, 1979 recorded in plat book 7-0 at Page 37. Said easement to be a covenant running with the land. STARINTARY T

Together with all and singular rights, members, herditaments, and appurte and use same belonging in any way incident or appertaining, and of all 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 Mortgages forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

3 27

1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

SCHOOLSENSE CONTROL CO