

FILED
GREENVILLE CO. S.C.

BOOK 1543 PAGE 576

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JUN 9 4 20 PM '81 MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:
DONALD ANNERSLEY
R.M.C.

WHEREAS, Linda S. Vonder Haar

(hereinafter referred to as Mortgagor) is well and truly indebted unto Community Bank, whose address is 416 East North Street, P. O. Box 6807, Greenville, S.C., 29606,

(hereinafter referred to as Mortgagee) as evidenced by ~~the Mortgagee's~~ promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of -----

One Hundred Twenty Thousand and No/100-----Dollars (\$120,000.00) due and payable as per the terms of a promissory note executed by Stilvon Company d/b/a Orange Julius, a Partnership consisting of William E. Stockstill, Jr. and George T. Vonder Haar, Jr., in favor of Community Bank,

with interest thereon from date ~~at the rate of -----~~ per centum per annum, to be paid: as per the terms of 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:

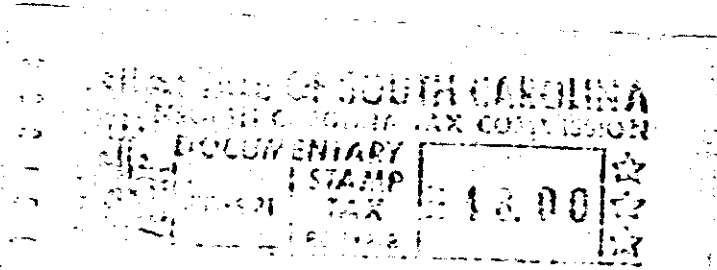
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, at the intersection of Morwell Drive and Broadford Road and being known and designated as Lot 169 on plat of DEL NORTE ESTATES recorded in the RMC Office for Greenville County, S.C., in Plat Book WW, at Pages 32 and 33, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the northerly side of Broadford Road at the joint front corner of Lots 169 and 181 and running thence with the joint line thereof N. 46-40 W. 110 feet to a point; thence with the joint line of Lots 169 and 170 S. 54-48 W. 129.8 feet to a point on the easterly side of Morwell Drive; thence with said drive S. 47-38 E. 110.8 feet to a point; thence with the intersection of Morwell Drive and Broadford Road N. 87-52 E. 35.7 feet to a point on the northerly side of Broadford Road; thence with the northerly side of Broadford Road N. 43-20 E. 100 feet to the point of beginning.

This being the identical property conveyed to the Mortgagor herein by deed of John P. Walters and Karen L. Walters recorded April 22, 1977; in the RMC Office for Greenville County, S.C., in Deed Book 1055, at Page 163.

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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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