

MORTGAGE OF REAL ESTATE

1577-897

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

S.C.
MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, We, JIMMY L. STATON & JO ELLEN STATON,

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 ELEVEN THOUSAND NINE HUNDRED SEVEN AND 60/100----- Dollars (\$ 11,907.60) due and payable

in 60 monthly payments of \$198.46 each beginning September 15, 1982,

with interest thereon from date at the rate of 18.02% per centum per annum, to be paid monthly

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 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, being known and designated as Tract 1 containing 0.8 Acres as shown on plat of property of Donald J. Williams made by Jeffery M. Plumblee, Inc. on July 6, 1982, and having according to said plat the following courses and distances, to wit:

BEGINNING at a nail and cap in Settlement Road and running thence S. 24-38 E. 32.2 feet to a nail and cap; thence continuing with Settlement Road S. 24-38 E. 57.2 feet to a nail and cap in said road; thence continuing with said road S. 16-11 E. 97.3 feet to a nail and cap at the joint corner of Tracts 1 & 2; running thence along the joint line of said lots S. 88-39 W. 247.7 feet to iron pin; running thence along the joint line of Lots 1 & 3, N. 14-39 W. 142 feet to the edge of a 30-foot private road; thence continuing approximately N. 14-39 W. crossing a 32.2 foot private drive as shown on said plat heretofore referred to 32.2 feet to iron pin; running thence along property now or formerly of Burton N. 86-36 E. 227.3 feet to a stone and iron pin; thence continuing with said private road N. 86-36 E. 28 feet to a nail and cap in Settlement Road, the beginning corner.

This being the same property conveyed to the Mortgagors herein by deed of Donald J. Williams of even date herewith recorded in the RMC Office for Greenville County simultaneously herewith.

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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 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.

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