

STATE OF SOUTH CAROLINA FILED
COUNTY OF GREENVILLE F.C.C. S.C.

MORTGAGE OF REAL ESTATE

BOOK 1583 PAGE 753

OCT 22 10 44 AM '82

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, DONNIE S. TANKERSLEY
A. P. RIBBAGE

(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 Thirty-Eight Thousand and No/100-----
----- Dollars (\$38,000.00) due and payable

as per the terms of that promissory note dated October 19, 1982

with interest thereon from date at the rate of 14% per centum per annum, to be paid: upon maturity

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, State of South Carolina, being shown and designated as Lot No. 4 on plat entitled "Luis F. Moreno" and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Cardinal Drive, said pin being approximately 447.80 feet from the intersection of Lee Road and Cardinal Drive, running thence along Cardinal Drive, S. 25-58 E. 86.25 feet to an iron pin; thence N. 64-10 E. 139.21 feet to an iron pin; thence N. 25-57 W. 86.25 feet to an iron pin; thence S. 64-10 W. 139.18 feet to an iron pin, the point of beginning.

THIS being the same property conveyed to the mortgagor herein by deed of Luis F. Moreno as recorded in Deed Book 1196 at Page 38, in the RMC Office for Greenville County, S.C. on October 22, 1982.

If all or any part of the property or an interest therein is sold or transferred by Mortgagors without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare all the sums secured by this mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this mortgage shall be at such rate as Mortgagee shall request. If Mortgagee has waived the option to accelerate provided in this paragraph, and if Mortgagor's successor in interest has executed a written assumption agreement accepted in writing by Mortgagee, Mortgagee shall release Mortgagors from all obligations under this mortgage and the note.

If Mortgagee exercises such option to accelerate, Mortgagee shall mail Mortgagors notice of acceleration at their last known mailing address. Such notice shall provide a period of not less than 30 days from the date such notice is mailed within which Mortgagors may pay the sums declared due. If Mortgagors fail to pay such sums prior to the expiration of such period, Mortgagee may, without further notice or demand on Mortgagors, invoke any remedies permitted under the terms hereof.

Together with all and singular rights, members, hereditaments, and appurtenances to the 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 Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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