

BROWN, BYRD, BLAKELY, MASSEY, LEAPHART & SToudenMIRE, P.A., SUITE 15, 1700 E. NORTH ST., GREENVILLE, S.C. 29602

MORTGAGE OF REAL ESTATE -

BOOK 1588 PAGE 858

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
DEC 14 10 58 AM '82  
DONN S. FINNERSLEY  
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, THOMAS J. NUCKOLLS and PATRICIA C. NUCKOLLS-----

(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 Forty-One Thousand and No/100----- Dollars (\$ 41,000.00 ) due and payable

six months from the date hereof,

with interest thereon from \_\_\_\_\_ date \_\_\_\_\_ in said note at the rate of AS provided/ per centum per annum, to be paid: AS provided 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:

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 \_\_\_\_\_

ALL that certain piece, parcel or lot of land, located, lying and being in the City and County of Greenville, State of South Carolina, being known and designated as Lot No. 59, as shown on plat thereof entitled "Section Three, Collins Creek", prepared by C. O. Riddle, RLS, dated July 19, 1982, recorded in the Greenville County RMC Office in Plat Book 8-P at Page 98, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the Southwestern side of the right-of-way of Hollow Hill at the joint front corner of Lots 58 and 59 and running thence along the joint line of said lots S. 30-55 W., 256.52 feet to a point at the joint rear corner of Lots 58 and 59; thence running S. 58-49 E., 37.07 feet to a point; thence S. 48-13 E., 169.66 feet to a point; thence running S. 60-49 E., 119.6 feet to a point; thence turning and running N. 41-10 E., 198.99 feet to a point; thence turning and running N. 27-57 W., 221.07 feet to a point; thence running N. 59-05 W., 26.19 feet to a point in the cul-de-sac of Hollow Hill; thence running along said cul-de-sac, the radius of which is 50 feet, N. 83-23 W., 91.14 feet to a point; thence running N. 38-23 W., 35.36 feet to a point; thence running N. 59-05 W., 27.14 feet to a point at the joint front corner of Lots 58 and 59, the point and place of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Collins Creek, Inc., recorded in the Greenville County RMC Office in Deed Book 1178 at Page 876 on December 14, 1982.

2 NE 14 82 045

STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY STAMP  
DEC 14 1982  
TAX  
16.00

STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY STAMP  
DEC 14 1982  
TAX  
00.40

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.

67  
15  
00  
00

4328 RV-21