

Mortgagee's Address: P. O. Box 6807
Greenville, S. C. 29606

BOOK 1589 PAGE 756

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

REC'D 3 55 AM '82
S. C. MORTGAGE OF REAL ESTATE
ALL WHOM THESE PRESENTS MAY CONCERN:
NICHOLAS P. MITCHELL, III

WHEREAS, Nicholas P. Mitchell, III

(hereinafter referred to as Mortgagor) is well and truly indebted unto Community Bank
Greenville, South Carolina

(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 Eight Thousand and no/100

Dollars (\$ 48,000.00) due and payable

with interest thereon from date at the rate of 13 % 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 and being further described as follows:

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 a portion of the Rowley Place, and having the following metes and bounds, to-wit:

BEGINNING at a stake on Lavinia Avenue, joint corners of Lots Nos. 12 and 13, and running thence with said Avenue, N 21-45 W, 60 feet to a stake at the joint corners of Lots Nos. 13 and 14; thence with said joint line, S 76-30 W, 180 feet to a stake on Glover Street; thence with said Glover Street, S 21-45 E, 60 feet to a stake at the joint corners of Lots Nos. 12 and 13; thence with said joint line, N 76-30 E, 180 feet to a stake at the beginning corner and being Lot No. 13 according to a survey made by W. A. Adams in January, 1910.

This is that property conveyed to Nicholas P. Mitchell, III and Delores B. Mitchell by deed of Maudeline H. Smythe by her Attorney in Fact, Harry C. Smythe, Jr., dated December 3, 1978 and recorded in the R/C Office for Greenville County, South Carolina, in Deed Book 1116 at page 806. Delores B. Mitchell conveyed her one-half (1/2) interest in said property to Nicholas P. Mitchell, III by deed recorded December 13, 1982 in Deed Book 1178 at page 833. Delores B. Mitchell conveyed all her right, title and interest in said property to Nicholas P. Mitchell, III by deed dated and filed concurrently herewith.

2 DE 22 32 704

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
1920

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.

COCCI

0 7 5 6

4328 RV-27