

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
DEC 21 2 34 PM '82
JOHN F. DELEO
JOHN F. DELEO
JOHN F. DELEO

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Gary J. Jones, John F. DeLeo, Jr., and Helen A. Brown

(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-Six Thousand and no/100ths

Dollars (\$ 36,000.00) due and payable

according to the terms and conditions of said promissory note of even date herewith.

with interest thereon from _____ at the rate of _____ per centum per annum, to be paid:

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 in Greenville Township, Greenville County, State of South Carolina situate on East North Street in the City of Greenville as will appear by reference to that Plat prepared by Carolina Surveying Company dated May 11, 1981, and recorded in the RMC Office of Greenville County in Plat Book 8-0 at Page 75, and being more particularly described as follows:

BEGINNING at a point on the southern side of said Street at the east corner of the intersection of said Street with an 8 foot alley which point is 62 feet west of the intersection of Pettigru Street and East North Street and runs thence along the east side of said alley S. 9-13 E. 115.5 feet to an iron pin; thence S. 73-48 E. 65 feet to an iron pin or near Richland Creek; thence N. 38-38 feet to an iron pin; thence N. 19-31 W. 124.5 feet; thence N. 35-45 W. 9 feet to East North Street; thence along said Street S. 70-04 W. 60 feet to the beginning corner. Less however, such portion of the within described property as may have been conveyed by C.E. Seawright by virtue of a boundary line agreement recorded in Deed Book 329 at Page 109 in the RMC Office for Greenville County.

THIS being the identical property conveyed to the mortgagors, Gary J. Jones, and John F. DeLeo, Jr., by deed of Michael A. Vanderherkhove in Deed Book 1147 at page 916; and mortgagor, Helen A. Brown by deed of Louis Valente recorded in Deed Book 1161 at Page 228.

IF any portion of the property secured or any interest therein is sold, conveyed, or transferred, without the prior consent of Community Bank, it is understood and agreed the entire outstanding indebtedness will become immediately due and payable.

Mortgage Address
416 E North Street,
Greenville, SC 29601

OFFICE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
DEC 23 82
140
28 11 719

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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