

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

MORTGAGE OF REAL ESTATE -

BOOK 1590 PAGE 720

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

AMERSLEY
M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, MOUNTAIN VIEW PROPERTIES, a General Partnership-----

(hereinafter referred to as Mortgagor) is well and truly indebted unto COMMUNITY BANK-----

P. O. Box 6807, Greenville, South Carolina, 29606-----

(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 Four Hundred Twenty-Five Thousand and No/100-----

-----Dollars (\$425,000.00--) due and payable

two years from the date hereof,

in said note

with interest thereon from date at the rate of as provided/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 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 piece, parcel or lot of land, situate, lying and being on the Northern side of Williams Street, in the County of Greenville, State of South Carolina, being shown and designated as Part Lots Nos. 7 and 8 on a plat entitled "Property of Toy Street Investments, a General Partnership", dated December 29, 1978, prepared by Freeland & Associates, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 6-Y at Page 57, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northern side of Williams Street which iron pin is located 90 feet from the intersection of Williams Street and Pettigru Street and running thence with the Northern side of Williams Street N. 12-39 W., 110.28 feet to an iron pin on the Southern side of an alley; thence with the line of said alley, N. 67-39 E., 145.58 feet to an iron pin; thence S. 12-59 E., 110.07 feet to an iron pin; thence S. 67-37 W., 25.0 feet to an iron pin; thence S. 67-37 W., 121.22 feet to the point of beginning

This is the same property conveyed to the Mortgagor herein by deed of William W. Brown recorded in the Greenville County RMC Office on January 3, 1982, in Deed Book 1180 at Page 124.

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STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
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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.

4. 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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