

MORTGAGE OF REAL ESTATE

RECORDED 1592 PAGE 817

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:
DONNIE S. TANKERSLEY
R.M.C.

FILED
GREENVILLE CO. S. C.
JAN 23 4 52 PM '83

WHEREAS, William R. Martin and Ann E. Martin
(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 One Hundred Twenty Five Thousand Dollars (\$125,000.00) due and payable

according to the terms of that certain promissory note of even date

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:

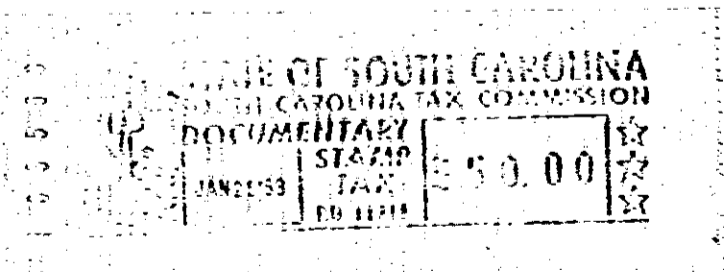
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville

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. 24 on plat entitled "Collins Creek, Section Two," dated July 30, 1979 prepared by C.O. Riddle, Surveyor, recorded in the Greenville County R.M.C. Office in Plat Book 7-C at page 57, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the southern side of the right-of-way of Collins Creek, at the joint front corner of the within lot and Lot 25, and running thence along said right-of-way N. 80-05 W. 69.58 feet to a point; thence N. 81-25 W. 80.42 feet to a point at the joint front corner of the within lot and Lot No. 23; thence running along the joint line of said lots S. 8-35 W. 251.74 feet to a point at the joint rear corner of the within lot and Lot No. 23; thence S. 83-40 E. 44.88 feet to a point; thence S. 78-45 E. 93.58 feet to a point at the joint rear corner of the within lot and Lot No. 25; thence running along the joint line of said lots N. 11-14 E. 252.98 feet to a point at the joint front corner of the within lot and Lot No. 25, on the southern side of the right-of-way of Collins Creek, the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Babbs Hollow Development Company, a General Partnership, dated November 15, 1979 and recorded in the R.M.C. Office for Greenville County in Deed Book 1115 at Page 810.

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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.

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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