

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE S.C.
JUL 7 10 26 AM '83
DONNIE S. WATKINS
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, THE NEILL COMPANY

(hereinafter referred to as Mortgagor) is well and truly indebted unto **COMMUNITY BANK, P. O. Box 6807, 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-FIVE THOUSAND AND NO/100**

Dollars (\$ **45,000.00**) due and payable

according to the terms of the note signed of even date herewith.

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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**, on the North side of Conway Drive and on the East side of Azalea Court, being shown as Lot No. 1 on Plat of Pleasantburg Forest, made by Dalton and Neves, Engineers, August, 1956, recorded in the RMC Office for Greenville County in Plat Book GG at page 163, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the North side of Conway Drive at joint front corner of Lots 1 & 2, and running thence with the line of Lot 2, N. 29-15 W. 199.2 feet to an iron pin; thence S. 64-57 W. 61.7 feet to an iron pin; thence S. 60-33 W. 77.8 feet to an iron pin on the East side of Azalea Court; thence along Azalea Court, S. 25-27 E. 76.1 feet to an iron pin; thence still along Azalea Court, S. -4-57 E. 108.1 feet to an iron pin; thence with the curve of Azalea Court and Conway Drive, (the chord being S. 82-12 E. 39.7 feet) to an iron pin on Conway Drive, thence along Conway Drive, N. 60-33 E. 85 feet to the point of BEGINNING.

This being a portion of the property conveyed to the Mortgagor herein by deed of Julian A. Gault and Helen B. Gault dated June 25, 1983 and recorded in the RMC Office for Greenville County in Deed Book 1191 at page 842.

This property is conveyed subject to the restrictions appoicable to Pleasantburg Forest, recorded in Deed Book 573 at page 427, in the RMC Office for Greenville County.

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STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
JUL-783
TAX
RS. 11018
18.00

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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