

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

FILED  
GREENVILLE MORTGAGE OF REAL ESTATE

1015 575

JUL 12 11 50 AM '83  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TARRLESLEY  
R.H.C.

WHEREAS, R. D. GARRETT

(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 THREE HUNDRED SEVENTY-ONE THOUSAND AND NO/100-----

Dollars (\$371,000.00 ) 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, consisting of 25.69 acres, on the Northeastern side of Buncombe Road, near the City of Greer, as shown on a plat thereof prepared by Enwright Associates, Inc., dated January 9, 1980, and having, according to said plat, the following mates and bounds, to-wit:

BEGINNING at a concrete monument on the Northeastern side of the right of way of Buncombe Road, corner of property now or formerly of Nalley and located 715 feet, more or less, Southeasterly from the Southern Railroad right of way, measured along the Northeastern side of the right of way of Buncombe Road, and running thence with the line of property now or formerly of Nalley N. 64-49' 13" E. 716.68 feet to a concrete monument in the line of property now or formerly of Dillard; thence with the line of said property S. 67-49' 30" E. 963.82 feet to a concrete monument corner of other property now or formerly of Dillard; thence along the line of said property and property now or formerly of Emanuel Baptist Church S. 30-01' 17" W. 786.77 feet to a concrete monument; thence continuing with the line of property now or formerly of Emanuel Baptist Church S. 31-14' 19" W. 481.64 feet to a concrete monument on the Northeastern side of the right of way of Buncombe Road; thence with the Northeastern side of the right of way of Buncombe Road N. 37-55' 50" W. 1460.38 feet to a concrete monument, the point of BEGINNING.

Together with all the right, title and interest of the Grantors herein in and to that easement and right of way for sewer purposes reserved by the deed to G. B. Nalley Sr., dated Bivember 22, 1971, and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 931 at page 631, subject to the terms and provisions of said easement and right of way.

The within conveyance is subject to such restrictions, setback lines, and zoning ordianaces, if any, as may affect the above described property.

This being the same property conveyed to the Mortgagor by deed of Owens-Corning Fiberglas Corporation, dated July 6, 1983 and recorded July 12, 1983 in the RMC Office for Greenville County, South Carolina, in Deed Book 1192 at page 130.

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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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