

MORTGAGE OF REAL ESTATE

FILED

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE

BOOK 1818 PAGE 849

AUG 1 3 21 PM '83

TO ALL WHOM THESE PRESENTS MAY CONCERN:

CONNIE S. LAHRSLEY
R.M.C.

WHEREAS, SMITH & STEELE BUILDERS, INC.

(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 THOUSAND and no/100-----
-----Dollars (\$ 100,000.00) due and payable

in accordance with the terms of said note,

with interest thereon from _____ date _____ at the rate of 12 3/4 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 certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Part Lot 5 and Part Lot 6 as shown on Plat entitled "Property of Tremarco Corporation," dated August 1956, prepared by Dalton and Neves, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book PF, Page 469 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the northwest intersection of Laurens Road and Jervey Avenue and running thence with the northerly side of Laurens Road, N. 55-45 W. 133.65 feet to an iron pin at the joint corner of Lots Nos. 4 and 5; thence with the joint line of said Lots N. 32-03 E. 105 feet to an iron pin; thence S. 55-41 E. 131 feet to an iron pin on the westerly side of Jervey Avenue; thence with the westerly side of said Avenue, S. 30-35 W. 105 feet to the northwest intersection of Laurens Road and Jervey Avenue, the beginning corner. LESS, HOWEVER, that portion of the property conveyed to the South Carolina Highway Department of Right-of-Way Easement dated January 4, 1961, to-wit:

COMMENCING at the intersection of the northerly line of U.S. Highway 276 (Laurens Road) and the westerly line of Jervey Avenue, and running thence N. 55-45 W. along the northerly line of U.S. Highway 276 (Laurens Road) a distance of 18 feet to a point; thence N. 77-25 E. a distance of 24.62 feet to a point on the westerly line of Jervey Avenue; thence S. 30-35 W. along the westerly line of Jervey Avenue, a distance of 18 feet to the point of beginning.

The above described property is the same property conveyed to Smith & Steele Builders, Inc., by deed of Gulf Oil Corporation recorded in the RMC Office for Greenville County, South Carolina, on April 6, 1981 in Deed Book 1145, Page 734.

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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 Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.

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