

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
JUN 15 11 51 AM '83
R.M.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, James C. Nichols, Sr.

(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

Ninety-eight Thousand and no/100 ----- Dollars (\$ 98,000.00) due and payable according to the terms and provisions of that certain Promissory Note executed by the Mortgagor to the Mortgagee of even date herewith, said terms and provisions being incorporated herein by reference,

with interest thereon from _____ date _____ at the rate of 14.00 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, in Monaghan Hills Village, and being

known and designated as Lot 78, Section 1, as shown on a plat entitled "A Subdivision for Victor-Monaghan Hills, Greenville, South Carolina", made by Pickell & Pickell, Engineers, Greenville, South Carolina, dated December 20, 1948 and recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book S, at Pages 179-181, inclusive, and according to said plat being more particularly described as follows, to-wit:

BEGINNING at a point on the East side of Frost Street, the common front corner of the herein described lot and Lot 77; thence running along the common line of said lots South 83-21 East 88.9 feet to a point on a fifteen (15') foot alley; thence running with the West side of said alley South 6-39 West 75 feet to a point; thence running along the common line of the herein described lot and Lot 79 North 83-21 West 88.9 feet to a point on the East side of Frost Street; thence running along the East side of Frost Street North 6-39 East 75 feet to the point of BEGINNING. The above described lot is known as 15 Frost Street.

This property is subject to any and all easements and rights of way for roads, utilities, drainage, etc. as may appear of record and/or on the premises and to any covenants, restrictions or zoning ordinances affecting such property as appear of record. This property is specifically subject to any easements and rights of way for that certain sanitary sewer line running through said property as shown on the above referred to plat and to restrictions recorded in Deed Book 382, at Page 10 in the R.M.C. Office for Greenville County, S.C.

This is the same property conveyed to Mortgagor herein by deed from David A. Sizemore recorded in the office of the R.M.C. for Greenville County, S.C. in Deed Book _____, at Page _____.

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 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 (if need be) against the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whatsoever lawfully claiming the same or any part thereof.

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