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R.M.C. OSLEY

Vol. 1641 No. 326

MORTGAGE

THIS MORTGAGE is made this 29th day of December 1983, between the Mortgagor, James D. Daugherty, IV and Sandra M. Daugherty (herein "Borrower"), and the Mortgagee, Community Bank, a corporation organized and existing under the laws of South Carolina, whose address is P. O. Box 6807, Greenville, SC 29606 (herein "Lender").

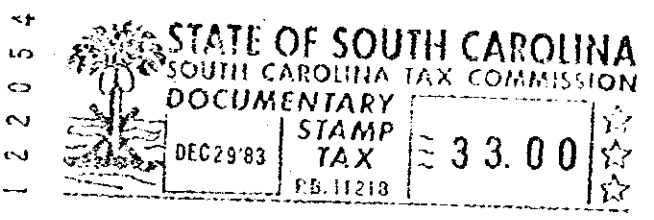
WHEREAS, Borrower is indebted to Lender in the principal sum of Eighty-two Thousand Five Hundred and No/100 (\$82,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 29, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2014.

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

All that certain piece, parcel or lot of land, with the buildings and improvements thereon, lying and being on the southeasterly side of Shady Creek Court, near the City of Greenville, being known and designated as Lot No. 488 as shown on plat entitled "Map 2, Section 2, Sugar Creek", as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 7X at Page 19 and according to a more recent plat entitled "Sugar Creek, Map 2, Sec. 2, Lot 488, Property of James D. Daugherty, IV and Sandra M. Daugherty" by Freeland & Associates dated December 27, 1983, the following metes and bounds:

BEGINNING at an iron pin on the southeasterly side of Shady Creek Court, said pin being the joint front corner of Lots Nos. 487 and 488, and running thence with the common line of said lots, S. 53-34-03 E. 167.30 feet to an iron pin at the joint rear corner of Lots Nos. 487 and 488; thence N. 33-28-20 E. 100.0 feet to an iron pin at the joint rear corner of Lots Nos. 488 and 489; thence with the common line of said lots, N. 53-38-21 W. 162.42 feet to an iron pin on the southeasterly side of Shady Creek Court; thence with the southeasterly side of Shady Creek Court S. 36-16-08 W. 99.67 feet to an iron pin, point of beginning.

This being the same property conveyed to the Mortgagors herein by deed of Joe K. Sweeney and Nannette L. Sweeney dated December 27, 1983 and recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1203 at Page 393.



which has the address of 111 Shady Creek Court, Greer, South Carolina 29651 (herein "Property Address");

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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