

**MORTGAGE**

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(#6548)

THIS MORTGAGE is made this 31st day of January 1984, between the Mortgagor, NELSON K. RHODES and PATTY P. RHODES (herein "Borrower"), and the Mortgagee, COMMUNITY BANK, a corporation organized and existing under the laws of South Carolina, whose address is Post Office Box 6807 Greenville, South Carolina 29606 (herein "Lender").

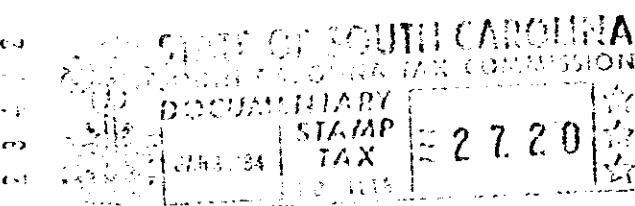
WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty Eight Thousand and no/100 (368,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated January 31, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 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 westerly side of Cane Creek Court near the City of Greenville, South Carolina, and being designated as Lot No. 88 on the plat of Gray Fox Run as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 5P, page 9, and having, according to a recent survey entitled "Survey for Nelson K. & Patty P. Rhodes" made by C. O. Riddle, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the westerly side of Cane Creek Court, joint front corner of Lots 88 and 89 and running thence along the common line of said lots N. 70-00 W. 140.6 feet to an iron pin, joint corner with Lot No. 90; thence along the common line of Lots 88 and 90 N. 15-34 W. 103.5 feet to Cane Creek; thence along said Creek as the line N. 59-08 E. 90.5 feet to the joint rear corner of Lots No. 87 and 88; thence along the common line of said lots S. 41-40 E. 170 feet to an iron pin on Cane Creek Court; thence along said Court S. 34-10 W. 24.5 feet to an iron pin; thence continuing along said Court S. 20-00 W. 50 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagors by deed of Farnsworth-Shoemaker Builders, a South Carolina general partnership, of even date herewith to be recorded.



which has the address of 3 Cane Creek Court Taylors (Street) (City) South Carolina 29687 (herein "Property Address"); (State and Zip Code)

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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