

MARCHBANKS, CHAPMAN, & HARTER, P.A. 111 TOY STREET, GREENVILLE, S. C. 29603

MORTGAGE OF REAL ESTATE -

Mortgagee's Address:
P.O. Box 6807
Greenville, SC 29606

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

FILED
GREENVILLE, S.C.

MAY 2 10 52 AM '84
MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN: VOL 1000 PAGE 515
DUNN S. LANNERSLEY
R.M.C.

WHEREAS, I, PHILLIP WAYNE RUTLEDGE,

(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 Ten Thousand (\$10,000.00) and NO/100-----
----- Dollars (\$ 10,000.00) due and payable

PER TERMS OF PROMISSORY NOTE OF EVEN DATE

with interest thereon from date at the rate of 15.5% per centum per annum, to be paid per terms of note

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 here by 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, and being further described as follows:

All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, in or near Overbrook, and being known and designated as Lot No. 12 in a subdivision of C. F. Putman, recorded in the RMC Office for Greenville County in Plat Book H, Page 170, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of an unnamed street at the joint front corner of Lots Nos. 11 and 12, and running thence with the line of Lots Nos. 11 and 12 in a southeastern direction 111 feet to an iron pin; thence with the rear line of Lot No. 12 in the northeastern direction 100 feet to an iron pin, corner of Lots Nos. 12 and 13; thence with the line of Lots Nos. 12 and 13 in a northwesterly direction, 109.3 feet to an iron pin on the said unnamed street; thence with the southeast side of said unnamed street in a southwesterly direction 100 feet to the point of beginning.

This being the identical property conveyed unto Phillip Wayne Rutledge and Teresa Costill Rutledge by Deed of Otis Wayne Rutledge, dated September 23, 1981 and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1155 at Page 669. Subsequently, Teresa Costill Rutledge A.K.A. Teresa Lynn Costill deeded her undivided one-half interest in and to Phillip Wayne Rutledge by Deed dated May 2, 1984, and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1211 at Page 695.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
MAY-224 STAMP TAX 04.00
DE 11213

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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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