

MORTGAGE OF REAL ESTATE

Vol. 1573 p. 35

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RECORDED
JUL 30 4 55 PM '84
DONNIE W. WHEATLEY
R.M.C.

MORTGAGE OF REAL ESTATE

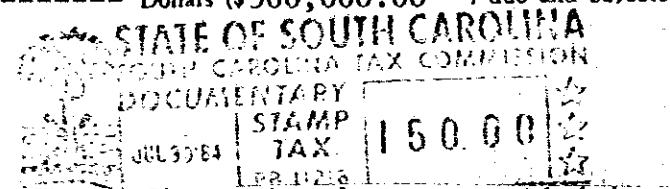
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Marvin A. Mills

(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 Five Hundred Thousand and No/100

Dollars (\$500,000.00) due and payable



with interest thereon from date at the rate of Prime + 1 1/2 per centum per annum, to be paid: as provided in

said 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 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

PARCEL A:

All that piece, parcel or lot of land in Austin Township, Greenville County, State of South Carolina, on a County Road on waters of Horse Pin Creek and according to the plat made by C. O. Riddle in August, 1954, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on a County Road, joint corner of this tract and property now or formerly of J. C. Burdette, running thence along the said county road, S. 2-02 W., 1,928.2 feet to an iron pin on the Northern side of a second county road; thence running S. 78-10 E., 450.3 feet to an iron pin on the Southern side of said county road; running thence along said county road the following courses and distances, to-wit: S. 75-16 E., 157.7 feet; S. 65-03 E., 196 feet; thence S. 59-16 E., 850 feet; S. 49-25 E., 234.5 feet; S 35-19 E., 137.6 feet to an iron pin in the center of a bridge; running thence N. 65-28 E., 645.7 feet to a stake on the Southern bank of Horse Pin Creek; thence crossing Horse Pin Creek, N. 19-22 W., 443 feet to an iron pin; thence N. 56-08 E., 336.3 feet to an iron pin; running thence N. 40-08 W., 809.5 feet to a stone; thence N. 55-44 E., 194.7 feet to an iron pin in the center of a branch; running thence up the said branch the following courses and distances, to-wit: N. 26-47 W., 234 feet; N. 88-32 W., 238 feet; N. 70-47 W., 245 feet; N. 37-32 W., 105 feet; S. 89-17 W., 83.7 feet; N. 67-38 W., 175.4 feet; S. 77-08 W., 146.7 feet; S. 63-45 W., 125.1 feet; N. 86-21 W., 146 feet; N. 40-45 W., 187.8 feet; N. 69-47 W., 75.6 feet; N. 13-15 W., 82.2 feet; N. 40-57 W., 111.8 feet to a post oak stump at head waters of said creek; running thence N. 41-27 W., 717.4 feet to an iron pin in a county road, point of beginning. Containing 81 acres, more or less.

LESS, HOWEVER, that lot, triangular in shape, containing 2.77 acres, more or less, conveyed by deed dated July 15, 1966, to William Larry Mahaffey and Janet B. Mahaffey, recorded in Deed Book 802 at Page 341 of the RMC Office for Greenville County.

This being the same property conveyed to the Mortgagor herein by deed of H. W. Cooper and Elmina Cooper recorded in the Greenville County RMC Office in Deed Book 898 at Page 38 on September 9, 1970.

PARCEL B:

All that certain piece, parcel or lot of land, together with buildings and improvements, situate, lying and being in the State of South Carolina, County of Greenville, and having the following courses and distances, to-wit:
(continued on attached sheet)

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.

9035

17328