

FILED
 GREENVILLE, S.C. **MORTGAGE**
 SEP 17 3 43 PM '84 (Participation)

DONNIE B. JENNERSLEY

This mortgage made and entered into this 14th day of September 1984, by and between Thomas E. Harvey

(hereinafter referred to as mortgagor) and Community Bank

(hereinafter referred to as mortgagee), who maintains an office and place of business at 416 E. North Street, Greenville, S.C.

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Greenville State of South Carolina

PARCEL A:

All that certain piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina, being a portion of Pelham Pointe Subdivision and designated as Lot #3 on a plat by Richard D. Wooten, Jr., dated January 22, 1980 entitled "Pelham Pointe Professional Park", such plat being recorded in Plat Book 7-X at Page 69 in the RMC Office and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin, said pin located 178.30' southwest of Pointe Circle, thence S. 61-50 W., 90' to an iron pin, thence N. 27-26 W., 137.56' to a point; thence N. 61-50 E., 88.24' to a point; thence S. 28-10 E., 137.55' to beginning.

PARCEL B:

All that certain piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina, being a portion of Pelham Pointe Subdivision and now designated as a portion of Lot #3 on a plat of Richard D. Wooten, Jr., dated December 22, 1980, entitled "Revised Pelham Pointe Professional Park", such plat being recorded in Plat Book 97 at Page 66 in the RMC Office and such parcel formerly being a part of Lot #2 on plat recorded in Plat Book 7-X at Page 69, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point at the joint corner of property of Henderson Advertising and property now or formerly of Michael G. Medcalf and David F. Watson, Jr., and running thence South 61-50 minutes West, 80.0 feet to a point; thence running North 28-10 minutes West, 20.0 feet to a point; thence running North 61-50 minutes East, 80.0 feet to a point; thence running South 28-10 minutes East, 20.0 feet to a point, being the point of beginning.

PARCEL C:

All that certain piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina, being a portion of Pelham Pointe Subdivision and

(continued on attached sheet)

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated in the principal sum of \$ 200,240.00, signed by Thomas E. Harvey in behalf of Thomas E. Harvey

