

MORTGAGE OF REAL ESTATE -

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
FILED
GREENVILLE CO. S.C.
DEC 13 9 16 AM '84

MORTGAGE OF REAL ESTATE

DONNIE S. HANKERSLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, CHARLES H. ENGLISH, JR. and OWEN T. MCCLLOUD

(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 ONE HUNDRED THIRTY THOUSAND AND NO/100

Dollars (\$ 130,000.00) due and payable

with interest thereon from date at the rate of Prime + 1% 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 certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, on the Corner of New Highway #14 and Suber Road, described according to a plat by Freeland Associates, dated November 6, 1980, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at the corner of said road at a nail and cap and running thence with New Highway #14 right-of-way, the following courses and distances: S. 31-21 E., 185 feet; S. 30-21 E., 100 feet; S. 28-21 E., 100 feet; S. 26-02 E., 139.7 feet; thence, leaving said right-of-way, S. 63-52 W., 22.3 feet; thence S. 25-19 E., 99.5 feet; thence s. 56-08 W., 43 feet; thence N. 55-40 W., 484.08 feet to a nail and cap in the center of Suber Road; thence, down the approximate center of Suber Road, N. 29-45 E., 90.87 feet; thence N. 26-05 E., 255.8 feet to the beginning corner.

This being the same property conveyed to the mortgagors herein by deed of C. E. Runion, recorded in the RMC Office for Greenville County in Deed Book 1137 at Page 909 on November 25, 1980.

LESS HOWEVER AND EXCEPTING THEREFROM:

All that certain piece, parcel or strip of land, located, lying and being in the County of Greenville, State of South Carolina, being shown as Tract E. containing 0.12 acre, more or less, on plat entitled, "Property Survey for Jerry D. Runion", dated October 5, 1984, prepared by Arbor Engineering, Inc., and having according to said plat, the following metes and bounds, to-wit:

To find the true point and place of beginning, start at a nail and cap in the center of Suber Road, said nail and cap being approximately 445 feet, more or less, from the intersection of the right-of-way of Suber Road and S. C. Highway 14, at the joint corner of tracts of land belonging to the Grantors and the Grantee and running thence, along the joint line of said property, S. 55-40 E., 299.72 feet to a new iron pin which is the true point and place of beginning. Beginning at the true point and place of beginning, as thus determined, at a new iron pin in the joint line of property of Grantors and the Grantee, running thence, along a new line along the property of the Grantors, N. 35-03 E., 179.03 (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.

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