

STATE OF SOUTH CAROLINA }
COUNTY OF }

FILED
GREENVILLE CO. S.C. MORTGAGE OF REAL ESTATE
DEC 28 10 51 AM '84
WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, BARRY R. BATSON AND DONNIE S. TANKERSLEY
DEAN R. WILKINSON

(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

THIRTY TWO THOUSAND AND NO/100----- Dollars (\$ 32,000.00) due and payable
on or before nine months after date

with interest thereon from date at the rate of 13% per centum per annum, to be ~~paid~~ computed and paid

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

ALL that certain piece, parcel or tract of land situate, lying and being in Greenville County, State of South Carolina, being shown on plat of property of J. Roy Gibson and Virginia H. Gibson, dated April 2, 1976, prepared by J. L. Montgomery, III, and having according to said plat, 3.00 acres with the following metes and bounds to wit:

BEGINNING at an iron pin at the intersection of Balcome Boulevard and Apple Blossom Lane and running thence with Apple Blossom Lane, S. 36 03 E. 369.3 feet to an old iron pin on the line now or formerly of Balcome; thence S. 42 03 W. 366.96 feet to an iron pin on the line of property now or formerly of Balcome; thence N. 36 13 feet W. 356.12 feet to an iron pin on Balcome Boulevard; thence with the line of Balcome Boulevard N. 40 32 E. 187.99 feet to an iron pin; thence continuing with said Boulevard, N. 35 33 E. 107.03 feet to an iron pin; thence continuing with said Boulevard, N. 45 17 E. 76.5 feet to the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of Virginia H. Gibson, dated August 11, 1984, recorded August 13, 1984, in Deed Volume 1219 at page 247.

This mortgage is third and junior in lien to that mortgage in favor of Piedmont Federal Savings and Loan Association of Spartanburg (now First Federal Savings and Loan Association) in the original amount of \$315,000.00, recorded June 26, 1981 in Mortgage Volume 1545 at page 473.

ALSO mortgage in favor of Virginia H. Gibson in the original amount of \$113,000.00, recorded August 13, 1984, in mortgage Volume 1677 at page 197.

An interest in this mortgage was assigned to D. Denby Davenport, Jr. by instrument recorded in Mortgage Volume 1677 at page 382.

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STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
DEC 28 1984
TAX
\$ 09.60
FEB 11 21 E

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 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.