

BROWN, BYRD, BLAKELY & MASSEY, P.A., 700 East North Street, Greenville, SC 29601

MORTGAGE OF REAL ESTATE - S.C.

BOOK 1496 241
PAGE 74 FACE 372

STATE OF SOUTH CAROLINA } FEB 22 4 27 PM '80 MORTGAGE OF REAL ESTATE
COUNTY OF GREENVILLE } CORNELL S. TANNERSLEY R.M.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, BROWN PROPERTIES, a General Partnership

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 Two Hundred Three Thousand and No/100 Dollars (\$ 203,000.00) due and payable

on or before one (1) year from the date hereof, according to said plan, the following metes and bounds, to-wit:

BEGINNING at a nail in the center of the intersection of Pate Drive and Congaree Road and running thence with the centerline on Congaree Road N. 33-07 W., 325.2 feet to a nail; thence N. 57-12 E., 242.2 feet to an iron pin along the southwesterly edge of the right-of-way of Interstate 385; thence with the southwesterly edge of the right-of-way of said Highway S. 44-30 E., 281.3 feet to an iron pin in the centerline of Pate Drive; thence with the centerline of Pate Drive S. 44-20 W., 172.0 feet to an iron pin; thence continuing with the centerline of Pate Drive S. 52-00 W., 130.0 feet to a nail, the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Palmetto Properties, a Partnership, recorded in the Greenville County RMC Office on February 22, 1980, in Deed Book 1120 at Page 498.

This mortgage is junior in priority to that certain note and mortgage heretofore given and granted to The Citizens and Southern National Bank of South Carolina, dated November 30, 1973, and recorded in REM Book 1297 at Page 231 in the Greenville County RMC Office and subsequently assigned to Pilot Life Insurance Company in REM Book 1313 at Page 269, recorded on May 22, 1974.

PAID & SATISFIED 33530

This 11th Day of May 1981

Witnesses: *James G. ...* JUN 4 1981 *Carolyn ...* *Adm assist*

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 found thereon 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 whatsoever lawfully claiming the same or any part thereof.

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