

416 E North St.
Greenville, S.C. 29601

MORTGAGE OF REAL ESTATE

BOOK 78 PAGE 767
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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DOWNY SHERSLEY
R.M.C.

WHEREAS Jesse L. Helms, Sr. and Southern Foods, Inc., a South Carolina Corporation

(hereinafter referred to as Mortgagor) is well and truly indebted unto Community Bank of Greenville

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Three Hundred Twenty Thousand and no/100 Dollars (\$320,000.00) due and payable

May 27, 1983

to iron pin at corner of LOT 100; thence with line of said lot N. 27-16 E. 101.2 feet to iron pin, corner of property of Ballard Concrete Company, thence with line of said property S. 60-48 E. 259.8 feet to the beginning corner.

This being the same property conveyed to the mortgagor herein by general warranty deed of F. Towers Rice dated June 25 1982, 1982 and recorded in the R.M.C. Office for Greenville County in Deed Book 1187 at Page 667.

Upon request of Borrower prior to release of this mortgage, the Mortgagee may make future advances to the Mortgagor. Such future advances, with interest thereon, shall be secured by this Mortgage when evidenced by a promissory note stating that said note is secured hereby. At no time shall the indebtedness secured by the Mortgage exceed the original amount of the Three Hundred Twenty Thousand and no/100 Dollars (\$320,000.00).

This 27th Day of Oct, 1982

Jesse L. Helms, Sr.
Mortgagor
Downy S. Shersley
Mortgagee
WITNESS
Robert A. ...
R.M.C.

Together with all and singular rights, interests, benefits, 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 thereon, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fixed 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagor forever, from and against the Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.

GREENVILLE OFFICE SUPPLY CO. INC.

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FILED
OCT 18 1982
GREENVILLE CO. S.C.
COMMUNITY BANK

Downy S. Shersley

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