

FILED
GREENVILLE CO. S. C.
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
NOV 15 11 51 AM '83
DONNIE S. TANKERSLEY
R.M.C.

AFFIDAVIT
FILED
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, I, James C. Nichols, Sr.

(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

Ninety-eight Thousand and no/100 Dollars (\$ 98,000.00) due and payable according to the terms and provisions of that certain Promissory Note executed by the Mortgagor to the Mortgagee of even date herewith, said terms and provisions being incorporated

East 88.9 feet to a point on a fifteen (15') foot alley; thence running with the West side of said alley South 6-39 West 75 feet to a point; thence running along the common line of the herein described lot and Lot 79 North 83-21 West 88.9 feet to a point on the East side of Frost Street; thence running along the East side of Frost Street North 6-39 East 75 feet to the point of BEGINNING. The above described lot is known as 15 Frost Street.

This property is subject to any and all easements and rights of way for roads, utilities, drainage, etc. as may appear of record and/or on the premises and to any covenants, restrictions or zoning ordinances affecting such property as appear of record. This property is specifically subject to any easements and rights of way for that certain sanitary sewer line running through said property as shown on the above referred to plat and to restrictions recorded in Deed Book 382, at Page 10 in the R.M.C. Office for Greenville County, S.C.

This is the same property conveyed to Mortgagor herein by deed from David A. Sizemore recorded in the office of the R.M.C. for Greenville County, S.C. in Deed Book _____, at Page _____

mat secured
R.M.C. & Dist -

JAN 26 1984

PAID & SATISFIED
This 16th Day of January 1984

23191

FILED
GREENVILLE CO. S. C.
JAN 26 4 26 PM '84
DONNIE S. TANKERSLEY
R.M.C.

Witness
Donnie S. Tankersley
R.M.C.

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 sing lar 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.