

FILED
GREENVILLE C.O.S.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

MAR 22 9 21 AM '78 TO ALL WHOM THESE PRESENTS MAY CONCERN:
DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, CHESHIRE ASSOCIATES, A SOUTH CAROLINA 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 Twenty Six Thousand and No/100-----

Dollars (\$ 26,000.00) due and payable

in six (6) months

with interest thereon from date at the rate of 9% per centum per annum, to be paid: at maturity

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, in the City of Mauldin, and being on the eastern side of Cheshire Road and being known and designated as Lot No. 10 on plat of Montclair Subdivision, Section II, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book WWW, Page 41 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Cheshire Road, joint corner of Lots 5 and 10 and running thence along the line of Lots 5, 6 and a portion of Lot 7 S. 62-22 E., 200 feet to an iron pin; thence along the common line of Lots 10 and 11 S. 72-58 W., 188.4 feet to an iron pin on the eastern side of Cheshire Road; thence following the curve of Cheshire Road, the chord of which is N. 9-31 W., 75 feet to a point; thence continuing with the curve of Cheshire Road, the chord of which is N. 11-45 E., 75 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagors by deed of Southern Bank & Trust Company recorded in the R.M.C. Office for Greenville County on March 22nd, 1978, in Deed Book 1075, Page 725.

RECORDED IN GREENVILLE COUNTY SOUTH CAROLINA
MARCH 22 1978
STAMP TAX \$ 10.40

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2.50#
2.50CT

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.

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