

MORTGAGE OF REAL ESTATE

Vol 1937 page 175

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, DANIEL JAMES WETENHALL

(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 Seventy-Two Thousand and No/100

Dollars (\$ 72,000.00 ) due and payable

as per the terms and conditions of the Consumer Loan Note and Security Agreement of even date and executed herewith

with interest thereon from April 16, 1984 the rate of thirteen per centum per annum, to be paid: monthly

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, City of Greenville, on the North side of Tindal Avenue and having the following metes and bounds, to-wit:

Beginning at a point on the North side of Tindal Avenue joint corner of lots 26 and 27, according to plat of H.B. Tindal property, survey of H. Olin Jones, Engineer, April 1913, which point is 629.7 feet West of the intersection of Tindal Avenue and Jones Avenue, and running thence with joint line of said lots North 0.35 East 175 feet to a point in line of lot 28; thence with line of lot 28 North 88.25 West 70.2 feet to a point on a proposed street; thence with said proposed street in a Southerly direction 177 feet to a point on Tindal Avenue; thence with Tindal Avenue South 88.25 E. 61.5 feet to point of beginning and being known and designated as lot 27 above plat, said plat recorded in Plat Book G, page 247.

And also all that piece, parcel or lot of land situate, lying and being in the State of South Carolina, City of Greenville, on the North side of Tindal Avenue and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the North side of said Tindal Avenue, joint corner of lots numbers 6 and 15 and running thence with the joint line of the said lots, N. 5-35 E. 175.8 feet to an iron pin, rear corner of lots numbers 13 and 14; thence N. 88-54 E. 101.6 feet to an iron pin, corner of lots numbers 27 and 28; thence with line of lot number 27 S. 1-40 E. 175 feet to an iron pin on Tindal Avenue; thence with said Tindal Avenue S. 88-54 W. 125.2 feet to the beginning corner. And being lot number 15 and 175 feet of an unopened street adjoining said lot number 15 of the Stella K. Tindal property as shown on a plat thereof, recorded in the R.M.C. Office for Greenville County in Plat Book H, Page 280. Lots numbers 27 and 28 of the Stella K. Tindal property referred to in the foregoing description are shown on a plat recorded in Plat Book H, Page 235.

This property being subject to all restrictions, setback lines, roadways, zoning ordinances, easements and rights-of-way appearing on the property and/or of record.

This being the same property as that conveyed to the Mortgagor herein by Deed of Frances L. Campbell of even date and being recorded herewith in the R.M.C. Office for Greenville County.

Mortgagor's address: 121 Tindal Avenue  
Greenville, South Carolina

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 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 whomsoever lawfully claiming the same or any part thereof.

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