

MORTGAGE OF REAL ESTATE -

VOL 1000 PAGE 821

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE, S.C.  
10 13 1981  
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JOE D. HOWELL

(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 THIRTY THREE THOUSAND TWO HUNDRED FIFTY AND NO/100 Dollars (\$33,250.00) due and payable

with interest thereon from date at the rate of Prime+1/2% per centum per annum, to be paid: as provided in said Note

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, on the western side of S. C. By-Pass 291, being the southern portion of Lot 47 as shown on plat of Estate of Tully P. Babb, prepared by Dalton & Neaves, recorded in the RMC Office for Greenville County in Plat Book GG at Pages 158 and 159 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the northwest corner of Skyview Drive and S. C. By-Pass 291, running thence with the western side of S. C. By-Pass 291, N. 6-50 W., 99 feet to an iron pin at the corner of property now or formerly owned by Thackston; thence along the line of said property S. 83-10 W., 330.0 feet to an iron pin; thence S. 6-50 E., 80.0 feet to an iron pin on Skyview Drive; thence with the northern side of said road, N. 83-10 E., 230.0 feet to an iron pin; thence continuing with the north side of Skyview Drive, the chord of which is S. 86-06 E., 101.9 feet to the beginning corner.

This being the same property conveyed to Mortgagor herein by deed of Addie F. Thrasher, individually and as Executrix of the Last Will and Testament of Robert C. Thrasher, recorded in the RMC Office for Greenville County in Deed Book 875 at Page 273 on September 5, 1969.

LESS HOWEVER AND EXCEPTING THEREFROM:

All that certain piece, parcel or lot of land, located, lying and being in the County of Greenville, State of South Carolina, on the Western side of S. Pleasantburg Drive as shown on plat entitled "Survey for Darryl R. McElveen and L. Mead McElveen", dated June, 1981, prepared by Freeland & Associates, recorded in the RMC Office for Greenville County in Plat Book 8-R at Page 80, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the western side of the right-of-way of S. Pleasantburg Drive at the joint front corner of the within lot and property now or formerly of European Health Spa and running thence along said right-of-way of S. Pleasantburg Drive and Skyview Drive; thence running along the northern side of the right-of-way of said Skyview Drive, N. 86-06 W., 101.9 feet to a point; thence running S. 83-10 W., 105.0 feet to a point; thence running N. 6-50 W., 80.0 feet to a point in the

(continued on attached sheet)

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.

APPROVED AND FORWARDED: 025 4.000CT

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