

FILED GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

DEC 23 1 35 PM '75  
DONNIE S. TANKERSLEY  
R.H.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Richard C. Rountree

(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

One Hundred Thirty Thousand and No/100----- Dollars (\$ 130,000.00 ) due and payable

as per the terms of said note;

as per the terms of said note.  
with interest thereon/

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

ALL those pieces, parcels or lots of land situate, lying and being in Greenville County, State of South Carolina, and shown and designated as Lots #64 Fish Brook Way and #32 Old Town Way on a plat of Holly Tree Plantation made by Enwright Associates, Engineers, dated May 28, 1973 and recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4-Z, Pages 32-37 inclusive, and as Lots #20 Pecan Hill Drive and #28 Plantation Drive on a plat of Holly Tree Plantation, Phase II, Section II, prepared by Piedmont Engineers and Architects, dated January 10, 1974, and recorded in the RMC Office for Greenville County, South Carolina in Plat Book 5-D, Page 47, reference to the respective plats being hereby craved as to the metes and bounds of the respective lots thereof.

It is understood and agreed that the lien under this mortgage upon any of Lots #64 Fish Brook Way, #32 Old Town Way, #20 Pecan Hill Drive or #28 Plantation Drive may be released at any time upon the payment to Mortgagee of Ten Thousand (\$10,000.00) Dollars per lot.

The aforementioned note is also secured by a first mortgage to Community Bank of even date on Lot #6, Camelot Drive, Greenville County, S. C. and by a second mortgage to Community Bank of even date on that lot on Huntington Road, Greenville County, S. C. shown on a plat prepared by Piedmont Engineers & Architects dated January 10, 1965 entitled "Survey for Richard C. Rountree" and recorded in the RMC Office for Greenville County, S. C. in Plat Book III, at Page 23.



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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