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GREENVILLE, CO. S. C.

MORTGAGE - INDIVIDUAL FORM 10 JOHN M. DILLARD, P.A., GREENVILLE, S. C.

BOOK 1389 PAGE 656

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

DOMINIE S. TANKERSLEY  
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JULIAN M. SMITH, JR. and J. DAVID SMITH

(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 Forty-five Thousand and no/100ths Dollars (\$ 45,000.00) due and payable on demand

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

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:

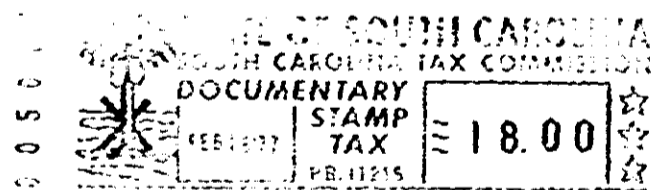
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 situate, lying and being in the City of Greenville, State of South Carolina, on the east side of Winterberry Court and being a portion of Parcel "G" shown on plat of property of Star Enterprises, Inc., Star Theatres, Inc. and Eight Associates, Inc. prepared by John E. Woods, Registered Land Surveyor, dated March 25, 1971, recorded in the Office of the R.M.C. for Greenville County in Plat Book 4-J at page 35, and having according to a more recent survey thereof made by Farmer and Simpson, Engineers, dated February 10, 1977, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Winterberry Court at the corner of Parcel "F" owned by the Grantor and running thence along the line of said parcel, N. 81-42 E., 150 feet to a point; thence turning and running N. 6-50 W., 93.6 feet to a point on the line of property now or formerly owned by D. & W Manufacturing Company; thence turning and running along the line of said property, S. 83-10 E., 150 feet, more or less, to an iron pin on the eastern side of Winterberry Court; thence turning and running along the eastern of Winterberry Court, S. 6-50 E., 97.4 feet to the beginning point.

The above property is the same conveyed to the Mortgagors by deed of Star Enterprises, Inc., to be recorded simultaneously herewith.

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

(CONTINUED ON NEXT PAGE)

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