

114-1A SC -
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE CO. S.C.

1396 08855

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JAMES W. OWINGS

(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 Thousand and No/100 (\$40,000.00)-----

Dollars (\$ 40,000.00) due and payable

IN ACCORDANCE WITH TERMS OF NOTE OF EVEN DATE HEREWITH

with interest thereon from date at the rate of nine 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 southern side of East Faris Road (formerly Blassingame Street), being known and designated as the greater portion of Lot No. 6 as shown on a plat prepared by R. E. Dalton, Engineer, dated October, 1922, entitled "Property of James F. and Lena C. Yeager", recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book F, Page 141 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of East Faris Road (formerly Blassingame Street) approximately 459 feet in a northeasterly direction from the southeastern corner of the intersection of East Faris Road and Augusta Road at the joint front corner of Lots Nos. 6 and 7, and running thence with the southern side of East Faris Road N. 63-30 E., 60 feet to an iron pin at the joint front corner of Lots Nos. 5 and 6; thence with the line of Lot No. 5 S. 26-30 E., 199.4 feet to an iron pin in the line of property now or formerly of the J. A. Davenport Estate; thence with the line of the said J. A. Davenport Estate property S. 63-37 W., 60 feet to an iron pin at the joint rear corner of Lots Nos. 6 and 7; thence with the line of Lot No. 7 N. 26-30 W., 199.2 feet to the point of beginning.

LESS: All that piece, parcel or strip of land being more particularly described as follows:

BEGINNING at an iron pin on the southern side of East Faris Road (formerly Blassingame Street) at the joint front corner of Lots Nos. 6 and 7, and running thence with the southern side of East Faris Road N. 63-30 E., 60 feet to an iron pin at the joint front corner of Lots Nos. 5 and 6; thence with the line of Lot No. 5 S. 26-30 E., 6.1 feet to an iron pin; thence a new line through Lot No. 6 S. 63-20 W., 60 feet to an iron pin in the line of Lot No. 7; thence with the line of Lot No. 7 N. 26-30 W., 6.3 feet to the point of beginning.

This is the same property conveyed to the mortgagor herein by deed of Joseph C. Shirley, dated November 3, 1948, and recorded in the R.M.C. Office for Greenville County on December 17, 1948, in Deed Book 367, Page 461; less, a small portion thereof conveyed by the mortgagor herein to the City of Greenville by deed recorded in the R.M.C. Office for Greenville County in Deed Book 440, Page 402.

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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