

DEBTOR'S ADDRESS: 116 East North Street, Greenville, SC 29601

MORTGAGE OF REAL ESTATE - Office of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

17 2 1984

MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, MICHAEL M. MARTIN

hereinafter referred to as Mortgagor) is well and truly indebted unto COMMUNITY BANK, Greenville, South Carolina,

(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

Two Hundred Eighty Thousand and no/100-----Dollars (\$280,000.00) due and payable in full on June 29, 1984

with interest thereon from date hereof at the rate of 3/4 of 1 per centum per annum plus the Bank's prime rate as it may vary from time to time, interest to be payable at maturity.

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, the Mortgagee's heirs, 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, located on the eastern side of an unnamed road on the northern side of S. C. Highway #15 near Caesar's Head in Greenville County, South Carolina: said tract containing 1.4 acres as shown on plat entitled "Property of Terrell R. Young, et al." recorded in Plat Book 8-U, Page 27, Greenville County R.M.C. Office and having, according to a more recent plat dated August 8, 1983 by W. R. Williams, Jr. entitled "Survey for Michael M. Martin", recorded in the Greenville County R.M.C. Office in Plat Book 9-X, Page 34, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern right-of-way of an unnamed private road, which pin is on the northern side of a branch crossing said road and is 719 feet distance from Highway #15; thence from said point of beginning, running S. 34-06 W. 25 feet to an iron pin in the center of the 50-foot right-of-way for said private road; thence running N. 50-23 W. 110.5 feet to an iron pin in said private road right-of-way; thence N. 10-38 E. 223.1 feet to an iron pin in said private road right-of-way; thence N. 64-26 E. 324.5 feet to an iron pin in said private road right-of-way; thence S. 27-14 W. 45 feet to an iron pin near the southeastern edge of said private road right-of-way; thence S. 27-14 W. 247.3 feet to an iron pin; thence S. 34-06 W. 480.1 feet to an iron pin on the eastern right-of-way of said private road, being the point of beginning.

TOGETHER WITH all right, title and interest which the Mortgagor may have in and to the aforesaid private road, including without limitation, the right to travel upon said road as access to the above described property from S. C. Highway #15.

This is the same property conveyed to the Mortgagor herein by Deed of Carl V. Palmer and Doris J. Palmer of even date herewith, to be recorded.

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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 all of the rents, issues, and profits which may arise or be had thereon, 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 Mortgagee covenants that it is lawfully seized of the premises hereinafore described in fee simple absolute, that it has good right and lawful authority to sell, lease or convey the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagee further covenants to warrant and defend the title to the said premises unto the Mortgagee, its heirs, successors and assigns, against the Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.

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