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

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

GREENVILLE CO. S.C.

MORTGAGE OF REAL ESTATE

NOV 23 3 10 PM '83 ALL WHOM THESE PRESENTS MAY CONCERN:

QUARLES & BRISLEY
R.M.C.

WHEREAS, Linda K. Bivens

(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 Forty Thousand and No/100 ----- Dollars (\$ 140,000.00) due and payable

on or before January 4, 1984

with interest thereon from November 23, 1983 at the rate of 12% per centum per annum, to be paid with principal.

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, being shown and designated as Lot No. 8 on plat of Kellett Park, Section I, prepared by C. O. Riddle, RLS, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 9-F, at Page 89, and having, according to a more recent survey thereof entitled, "Foundation Survey for Kellett Park, Inc., prepared by C. O. Riddle, RLS, dated August 2, 1983, recorded in the Greenville County R.M.C. Office in Plat Book 92, at Page 33, the following metes and bounds, to-wit:

BEGINNING at a point on the western edge of the right-of-way of Blenheim Court, at the joint front corner of Lots 7 and 8, and running thence, with the western edge of the right-of-way of Blenheim Court along a curve to the left, an arc of N. 35-37-18 E. 44.51-feet to a point at the joint front corner of Lots 8 and 9; thence, along the joint line of said lots N. 42-35-59 W. 79.68 feet to a point; thence N. 21-05-59 W. 16.5-feet to a point, at the joint rear corner of Lots 8 and 9 and in the line of Lot 11; thence S. 68-54-01 W. 104.50-feet to a point in the line of Colonial Estate; thence S. 19-35-59 E. 112.5-feet to a point at the joint rear corner of Lots 7 and 8; thence N. 70-24-01 E. 29.47-feet to a point on the western edge of the right-of-way of Elenheim Court, the point and place of beginning.

This is the same property conveyed to Mortgagor herein by deed of Kellett Park, Inc., a South Carolina corporation, dated November 23, 1983 and to be recorded 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 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 Mortgagee 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 Mortgagee 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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