

MARCHBANKS, CHAPMAN, & HARTER, P.A. 111 TOY STREET, GREENVILLE, S. C. 29603

MORTGAGE OF REAL ESTATE

VOL 1035 PAGE 652

Mortgagee's Address:
P.O. Box 6807
Greenville, SC 29606

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

GREENVILLE S.C.
APR 11 2 22 PM '84
DONALD W. FERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS WE, RUSSELL E. AND GRACE F. HIPPENSTEEL,

(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/100-----
Dollars (\$ 45,000.00) due and payable

PER TERMS OF PROMISSORY NOTE OF EVEN DATE

with interest thereon from date at the rate of 14.0% per centum per annum, to be paid: per terms of note

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, and lying and being on the southern side of Kay Drive, and being shown as a two (2) acre tract of land according to a plat entitled "Property of Milford D. Kelly" by C. O. Riddle dated June 16, 1976 and revised July 30, 1976 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the center of Kay Drive at the joint front corner of property now or formerly of Mildred Kelly, and running thence S. 13-41 W. 579.4 feet, more or less, to a stone in the corner of property now or formerly of E. M. Holland; thence with the property now or formerly of E. M. Holland, S. 6-40 W. 608.8 feet to an iron pin; thence N. 73-40 W. 166.1 feet to an iron pin at the corner of an 11.6 acre tract; thence with the line of the 11.6 acre tract, the following courses and distances: N. 6-37 E. 384.9 feet to an iron pin; S. 73-40 E. 136 feet to an iron pin; N. 6-40 E. 220.7 feet to an iron pin; N. 13-41 E. 579.3 feet, more or less, to an iron pin in the center of Kay Drive, S. 80-03 E. 30.06 feet to an iron pin, the point of beginning.

This is a portion of property conveyed unto Mortgagor herein by Deed of Milford D. Kelly, dated August 5, 1976, recorded August 6, 1976, in the RMC Office for Greenville County, South Carolina, in Deed Book 1040 at Page 895.

*the term note as used in this mortgage shall include that certain Guaranty Agreement dated April 4, 1984, and given by Russell E. Hippensteel and Grace F. Hippensteel to Community Bank.

STATE OF SOUTH CAROLINA
RECORDS PUBLIC COUNTY TAX COMMISSION
DOCUMENTARY
APR 11 1984
STAMP TAX \$ 15.00

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21801

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 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.

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