

MORTGAGE OF REAL ESTATE

VOL 1698 PAGE 981

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

FILED MORTGAGE OF REAL ESTATE  
GREENVILLE CO. S.C.  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

JAN 3 11 43 AM '85

DONNIE S. ANNERSLEY  
R.M.C.

WHEREAS, Jackie D. Highley,

(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

Seventy-Five Thousand and No/100ths

Dollars (\$ 75,000.00 ) due and payable

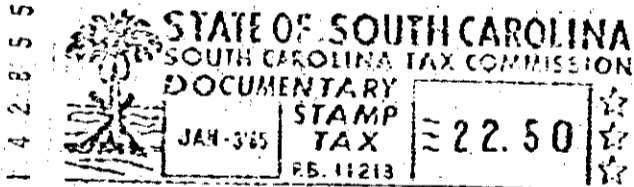
with interest thereon from \_\_\_\_\_ at the rate of \_\_\_\_\_ per centum per annum, to be paid: according to the terms of a note of even date hereof.

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, being known as Lot No. 76 as shown on plat entitled "Section Three, Collins Creek", dated July 19, 1982, prepared by C.O. Riddle, RLS, recorded in the Greenville County R.M.C. Office in Plat Book 8-P at Page 98, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at a point on the Northern side of the right-of-way of Babbs Hollow at the joint front corner of Lots 75 and 76 and running thence, along said right-of-way, S. 80-53 E., 149.49 feet to a point at the joint front corner of Lots 76 and 77; thence running along the joint line of said lots N. 17-20 E., 250 feet to a point in the line of property now or formerly of Babbs Hollow Development Company; thence running N. 80-53 W., 220.99 feet to a point in the line of Lot 75; thence running along the joint line of Lots 75 and 76 S. 00-53 W., 250 feet to a point at the joint front corner of Lots 75 and 76, on the Northern side of the right-of-way of Babbs Hollow, the point and place of beginning.



This being the same property conveyed to the mortgagor by deed of T. Dane Pierce, Jr. and Linda M. Pierce recorded January 3, 1985 in Deed Book 1230 at page 313.

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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