

AUG 26 4 47 PM '77

BOOK 1376 PAGE 341

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

DONNIE S. TANKERSLEY MORTGAGEE OF REAL ESTATE  
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, MAHLON L. POLK, JR.

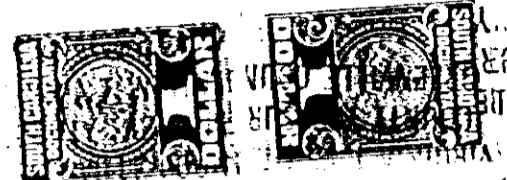
(hereinafter referred to as Mortgagor) is well and truly indebted unto  
COMMUNITY BANK

(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

THIRTY SEVEN THOUSAND AND NO/100THS----- Dollars (\$ 37,000.00 ) due and payable

in accordance with the note of even date:

with interest thereon from date at the rate of **Nine** per centum per annum, to be paid:



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, on the southern side of Cedar Lane Road as shown on plat entitled "Survey for Mahlon L. Polk, Jr." dated June 17, 1976, prepared by Carolina Surveying Company, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 5V at Page 64 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the southern side of within tract and property now or formerly of Marathon Finance Co., said iron pin being 150 feet, more or less, from the intersection of Cedar Lane Road and S. C. Highway 253 and running thence S 9-31 W, 159.8 feet to an iron pin; thence N 79-17 W, 111.1 feet to an iron pin; thence N 9-53 E., 159.8 feet to an old iron pin on the southern side of Cedar Lane Road; thence along the southern side of Cedar Lane Road S 79-17 E, 110 feet to an old iron pin, the point of beginning.

RESERVING, however, to The Rice Corporation, its successors and assigns forever, as easement for ingress and egress along the western boundary of the above described tract as shown on said plat, said easement covering a strip 20 feet in width and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the southern line of Cedar Lane Road at the joint front corner of the property herein conveyed and the property now or formerly of Monaghan Lodge #251 A.F.M., Inc. and running thence along Cedar Lane Road, S 79-17 E, 20 feet to a point; thence S 9-53 W, 159.8 feet; thence N 79-17 W, 20 feet to an iron pin; thence N 9-53 E, 159.8 feet to an old iron pin on Cedar Lane Road, point and place of beginning.

TOGETHER with an easement 20 feet in width across other property of The Rice Corporation, as shown on said plat, said easement being for the purpose of ingress to and egress from S.C. Highway 253 across other property of The Rice Corporation, its successors and assigns, said strip having the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint corner of the above described property and other property of The Rice Corporation and running thence along the northern edge of a 20 foot strip S 79-17 E, 206 feet to a point on the western edge of the right-of-way of S. C. Highway 253; thence along the western edge of the right-of-way of S. C. Highway 253 in a southwesterly direction 32.6 feet to a point; thence along a new line through property of The Rice Corporation N 79-17 W, 180 feet; thence N 9-53 E, 20.0 feet to an iron pin, point and place of beginning.

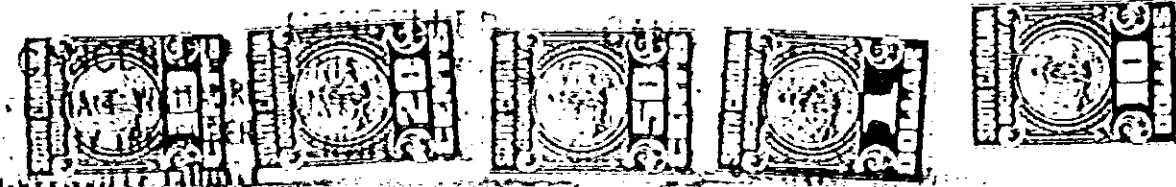
This being the same property conveyed to the Mortgagor herein by deed of The Rice Corporation recorded August 26, 1976.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.

\$14.80



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