

Mortgagee's Address: 416 E. North Street, Greenville, SC 29601
MORTGAGE OF REAL ESTATE—Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

WHEREAS, JOHN J. CAPITAN, 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

Twenty-One Thousand and No/100ths - - - - - Dollars (\$ 21,000.00) due and payable

with interest thereon from date at the rate of fourteen per centum per annum, to be paid:
in accordance with the terms and provisions of said Promissory Note, the maturity date of which, unless sooner paid, is June 1, 1991.

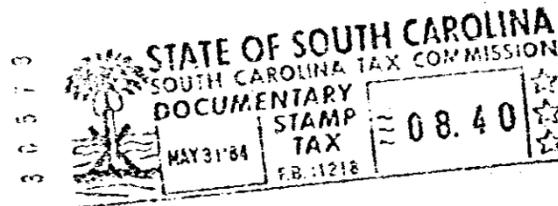
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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 on the northern side of East Broad Street being shown and designated on a plat of survey by Landrith Surveying dated May 29, 1984 entitled "Property of John J. Capitan, Jr.", and having according to said survey, the following metes and bounds to-wit:

BEGINNING at an old fence post on the northern side of East Broad Street located 213.6 feet more or less east of the intersection of East Broad Street with Oakland Avenue and at the corner of property now or formerly of Bell Linen Service, Inc. and running thence N 35-43 E. 280.00 feet to an iron pin; thence S 12-22 W 328.40 feet along the line of property now or formerly of the City of Greenville to an old fence post on the northern side of East Broad Street; thence N 44-54 W 131.93 feet along the northern side of East Broad Street to the point of beginning.

This is the same property conveyed to John J. Capitan, Jr. by deed of Jack H. McCauley and Nekoda L. McCauley dated May 31, 1984 recorded herewith in the RMC Office for Greenville County, South Carolina.



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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 Mortgagor covenants that is 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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