

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

JUL 17 2 22 PM '79
DORRIS S. TANKERSLEY
R.M.C.

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

WHEREAS, ERNEST NELSON IRBY AND VIOLEITA SMITH IRBY

(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

Nine Thousand Five Hundred Thirty-Seven----- Dollars (\$ 9,537.00) due and payable

in accordance with terms of note of even date herewith

including

~~xxx~~ interest thereon from date hereof at the rate of 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

All that certain piece, parcel or lot of land situate, lying, and being in Gantt Township, Greenville County, State of South Carolina, at the intersection of Plantation Road and Alvin Drive, as shown on a plat of property of Roy K. Hayes, by J. C. Hill, L.S., dated November, 1962, and also shown on a plat of property of Otis Davis, dated January 29, 1963, and recorded February 13, 1963, in the R.M.C. Office for Greenville County in Plat Book CCC at Page 121 and having according to said plats the following metes and bounds to-wit:

BEGINNING at an iron pin on the northwestern side of Alvin Drive at the corner of the Otis Davis property and running thence N. 17 E. 97.5 feet along the northwestern side of Alvin Drive to an iron pin at the corner of Alvin Drive and Plantation Road; thence N. 62-10 W. 120 feet along Plantation Road to an iron pin; thence S. 17 W. 97.5 feet to an iron pin at corner of Otis Davis property; thence S. 62-10 E. 120 feet along the line of the Otis Davis property to an iron pin, the beginning corner.

This is the same property conveyed to the mortgagors by deed of Mary H. Hayes, recorded in the R.M.C. Office for Greenville County in Deed Book 979 at Page 248 and Deed Book 979 at Page 249, both deeds being recorded July 17, 1973.

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STATE OF SOUTH CAROLINA
RECORDS AND DEEDS DIVISION
DOCUMENTARY
JUL 17 1979
GREENVILLE COUNTY

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 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 hereinbefore stated. 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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