

State of South Carolina

GREENVILLE, S.C.

Mortgage of Real Estate

County of GREENVILLE

OCT 3 4 27 PM '80
DUNN
TANKERSLEY
R.M.C.

THIS MORTGAGE made this 3rd day of October, 1980

by PHILIP N. SIMMONS

(hereinafter referred to as "Mortgagor") and given to COMMUNITY BANK

(hereinafter referred to as "Mortgagee"), whose address is Post Office Box 6807, Greenville, South Carolina, 29606

WITNESSETH:

THAT WHEREAS, Philip & Friends, Inc. is indebted to Mortgagee in the maximum principal sum of Forty Thousand Two Hundred and No/100 Dollars (\$ 40,200.00) which indebtedness is evidenced by the Note of Philip & Friends, Inc. personally guaranteed by Philip N. Simmons of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is November 4, 1980 the terms of said Note and any agreement modifying it are incorporated herein by reference.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest and also to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina (1976): (i) all future advances and readvances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note, or by other promissory notes, and all renewals and extensions thereof; and (ii) all other indebtedness of Mortgagor to Mortgagee, now or hereafter existing, whether direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed \$ 40,200.00, plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorneys fees, has granted, bargained, sold, released and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described property:

ALL that piece, parcel or lot of land, situate, lying and being in the County of Greenville, State of South Carolina, on the Eastern side of Nash Street (formerly Hunt Avenue), being known and designated as Lots Nos. 25 and 26 as shown on map of EAST PARK, which is a part of BOYCE ADDITION, as evidenced by record in the RMC Office for Greenville County, S. C., in Plat Book A at Page 383, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Eastern side of Nash Street, Northwestern corner of Lot 26, and running thence with Nash Street, S. 23-30 W., 96 feet to an iron pin; running thence with Lot 24 in a Southeastern direction, 156 feet to a point on a 10-foot alley at the joint rear corner of Lots 24 and 25; thence running with said 10-foot alley, N. 43-15 E., 71 feet to joint rear corner of Lots 25 and 26; thence continuing with said 10-foot alley, N. 12-15 E., 123 feet to a point at the joint rear corner of Lots 7 and 26; thence running S. 72-45 W., 200 feet along the rear of Lots 4, 5, 6 and 7 to beginning corner.

This is the same property conveyed to the Mortgagor herein by deed of Ron F. Levin recorded in the Greenville County RMC Office in Deed Book 1134 at Page 854 on the 30 day of October, 1980.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP TAX
\$ 16.00

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto):

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