

MORTGAGE OF REAL ESTATE

GREENVILLE CO. S. C.

BOOK 1531 PAGE 686

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE MORTGAGE OF REAL ESTATE

DONNIE S. TANKERSLEY R.M.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Robert D. Garrett and Terrance E. Lane

(hereinafter referred to as Mortgagor) is well and truly indebted unto Community Bank, Greenville, South Carolina

(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

One Hundred Twenty-four Thousand and no/100ths Dollars (\$124,000.00) due and payable

with interest thereon from even date at the rate of prime + 1 per centum per annum, to be paid interest payable quarterly with entire balance due one year from date.

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 Mortgagee in hand well and truly paid by the Mortgagor 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 Woodruff Road, and being shown as a 42.76 acre tract on plat entitled "Property of C. G. Vaughn Estate" as recorded in the RMC Office for Greenville County, South Carolina in Plat Book 6J, Page 42, reference to said plat being made for a metes and bounds description thereof.

ALSO all that piece, parcel or tract of land in the county of Greenville, State of South Carolina, containing 2.99 acres, more or less, and being shown on a survey entitled "Saddle Horse Farms" as prepared by Heaner Engineering Co., Inc. dated March 11, 1974, and revised August 21, 1974, and having according to said survey the following metes and bounds:

BEGINNING at a point in the center lines of intersection of Harness Trail and South Carolina Highway 14; thence N 04-05-16 W 15.55 feet; thence N 04-44-55 W 146.70 feet; thence N 03-52-43 W 79.13 feet; thence N 01-28-59 W 99.98 feet; thence N 02-17-21 E 100.08 feet; thence N 05-22-36 E 67 feet; thence N 07-18-20 E 32.81 feet; thence N 10-08-47 E 99.89 feet; thence N 10-32-47 E 280.84 feet; thence N 10-33-37 E 390.02 feet; thence N 10-14-55 E 45.20 feet to the point of beginning. Thence N 10-14-55 E 54.82 feet; thence N 09-24-57 E 99.90 feet; thence N 09-10-57 E 52.86 feet; thence N 08-34-09 E 99.04 feet; thence N 07-31-27 E 100.15 feet; thence N 06-34-47 E 99.99 feet; thence N 85-05-18 W 248.14 feet; thence S 11-29-08 W 482.81 feet; thence S 79-45-05 E 273.95 feet to the point of beginning.

DERIVATION: This being the same property conveyed to Mortgagors herein by Deed of Donald F. Waggoner as recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1142, Page 189, on February 4, 1981.

The above described tracts of land bare the block book references as follows:

- 539.1-1-13
539.5-1-64

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.

Vertical stamp: 0 6 8 6

Vertical stamp: 4328 RV.2