

MORTGAGE OF REAL ESTATE--Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C. FILED 1541 678

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

NOV 26 11 36 PM '81
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, ALLAN L. RUSSO

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

(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 Ten Thousand and No/100-----

Dollars (\$ 110,000.00) due and payable

ninety (90) days from date,

with interest thereon from date at the rate of Community Bank and Trust Company prime to be paid at maturity.

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 piece, parcel or tract of land in the County of Greenville, State of South Carolina, containing 15.37 acres, more or less, and being more particularly described according to a plat entitled "Survey for James T. Miller, IV., et al.", recorded in the R.M.C. Office for Greenville County in Plat Book 8-N, at Page 34, as follows:~~

All that piece, parcel or tract of land in the County of Greenville, State of South Carolina, on the southeastern side of Furman Hall Road, containing 15.37 acres, more or less, and being more particularly described according to a plat entitled "Survey for James T. Miller, IV., et al.", recorded in the R.M.C. Office for Greenville County in Plat Book 8-N, at Page 34, as follows:

BEGINNING at an iron pin on the southeastern side of Furman Hall Road at the corner of a roadway shown as "Road to City Heights", and running thence along said roadway S. 61-01 E. 268.5 feet to an iron pin; thence still with said roadway N. 74-04 E. 114.7 feet to an iron pin; thence S. 61-11 E. 1,052.8 feet to an iron pin on the Southern Railway right-of-way; thence along said right-of-way S. 61-24 W. 55.9 feet, S. 50-03 W. 101.9 feet, and S. 61-24 W. 842.5 feet to an iron pin at the corner of property now or formerly belonging to Bruce; thence along Bruce's line N. 8-44 W. 175.5 feet to an iron pin; thence N. 25-38 E. 136.0 feet to an iron pin at the terminus of Metts Street; thence along Metts Street N. 75-20 W. 200.0 feet to an iron pin; thence N. 14-55 E. 278.1 feet to an iron pin; thence N. 76-38 W. 73.3 feet to an iron pin; thence N. 76-39 W. 75.0 feet to an iron pin; thence N. 75-12 W. 63.6 feet to an iron pin; thence N. 74-15 W. 85.6 feet to an iron pin; thence S. 14-29 W. 34.5 feet to an iron pin; thence N. 60-48 W. 239.7 feet to an iron pin on the southeastern side of Furman Hall Road; thence along the southeastern side of Furman Hall Road N. 28-50 E. 429.9 feet to the beginning corner.

TOGETHER with mortgagor's right, title and interest in and to a 50-foot right-of-way easement for roadway or street purposes as more particularly described in deed recorded in the R.M.C. Office for Greenville County in Deed Book 927 at Page 611.

This being the same property conveyed to the mortgagor herein by deed of Mike Rosenfeld to be recorded herewith.

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RECORDED
COMMUNITY BANK AND TRUST COMPANY
STAMP
NOV 26 1981

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 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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