

MARCHBANKS, CHAPMAN, & HARTER, P.A. 111 TOY STREET, GREENVILLE, S. C. 29603

MORTGAGE OF REAL ESTATE

Mortgagee's Address:
P.O. Box 6807
Greenville, SC 29606

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN, Vol 1593 Page 239

DEC 7 3 38 PM '84
DONNIE S. TAKKERSLEY
R.M.C.

WHEREAS, I, DAN HEATON,

(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 Six Thousand and NO/100-----
-----Dollars (\$ 6,000.00) due and payable

PER TERMS OF PROMISSORY NOTE OF EVEN DATE

with interest thereon from date at the rate of 16.0% per centum per annum, to be paid per terms of note

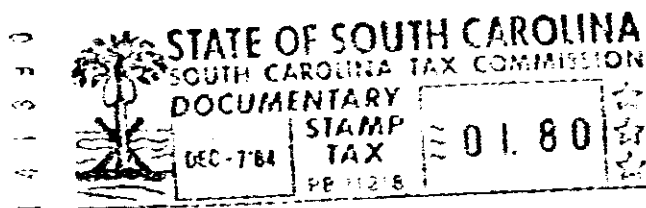
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes.

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 unimprovements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Paris Mountain Township, containing 0.67 acres, more or less, as shown on plat of Betty Lou and Michael D. Blackwell property recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4-0 at Page 314, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin at the northwestern corner of the intersection of Layton Drive and S.C. Highway S23-102, at point "A", and running thence with the curve of Layton Drive, the traverse of which is N. 83-51 W. 374.5 feet to an iron pin; thence N. 46 W. 45.9 feet to an iron pin; thence N. 83-50 E. 404.1 feet to an iron pin on the western side of S.C. Highway S23-102; thence with the western side of said highway S. 1-45 E. 115.5 feet to the point of beginning.

This is the identical property conveyed unto Mortgagor herein by Deed of Michael D. Blackwell dated December 4, 1984, and recorded December 7, 1984, in the RMC Office for Greenville County, South Carolina, in Deed Book 1228 at Page 113.



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.

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