

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville }

FILED  
GREENVILLE CO. S. C.

BOOK 1426 PAGE 749

MAR 23 12 47 PM '78  
DONNIE S. TANKERSLEY  
R.H.C.

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

WHEREAS, we, Randy L. Hamby and Wilma J. Hamby

(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

EIGHT THOUSAND, SEVEN HUNDRED SEVENTY-FIVE & NO/100 Dollars (\$8,775.00) due and payable in SIXTY(60) successive monthly payments of \$146.25 per month, with the first payment commencing May 1, 1978 and continuing at the rate of \$146.25 per month until paid in full

with interest thereon from date at the rate of 7% Add-on per centum per annum, to be paid: monthly

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 being known and designated as TRACT No. 6 containing 5.29 ACRES according to survey of property of CHEROKEE ESTATES made by Wolfe & Huskey, Engineers & Surveyors, recorded in Plat Book 5X, page 52 and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin at joint corner of Tracts 7 and 6 and running thence N. 84-29 E. 70 feet to an iron pin; running thence S. 67-06 W. 221 feet; running thence along line of property now or formerly owned by Belk Simpson Company, N. 39-25 W. 1038 feet to iron pin; running thence N. 46-58 E. 160 feet; running thence S. 44-54 E. 115.2 feet to an iron pin, the beginning corner.

INCLUDED in the description of this tract is roadway known as Becky Lake Drive and no portion of said road is the property of the Mortgagors but is for the purpose of ingress and egress through this property.

This being the same property conveyed to the Mortgagors by deed of Becky Don, Inc. dated Mar. 23, 1978 and recorded simultaneously with this deed.

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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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