prendus Que. CRUEL FOO. S. C. 2091 1556 2435 563 OCI 23 3 48 PH '81 MORTGAGE OF REAL ESTATE STATE OF SOUTH CAROLINA COUNTY OF Greenville DONNIE TANKERSLEY WHOM THESE PRESENTS MAY CONCERN: 85 PAGE 72

WHEREAS,

Robert D. Garrett

(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 Sixty-five Thousand and no/100ths Dollars (\$ 65,000.00 ) due and payable

at the rate of sixteen per centum per annum, to be paid: as set forth with interest thereon from even date said railroad right-of-way N 86-33 W 732 feet to a point; thence N 3-27 E 57.5 feet to the edge of said railroad right-of-way; thence continuing N 3-27 E 205.5 feet to an iron pin in the right-of-way of Rutherford Road being the point of beginning.

DERIVATION: This being the same property conveyed to Mortgagory by deed of Venture Development, a South Carolina Partnership, as a. recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1136, Page 423, on October 30, 1980.

THIS mortgage is junior and second in lien to that certain note and mortgage given to Southern Bank and Trust Company as recorded and mortgage given to Southern Bank and Trust Company as recorded. in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1522, Page 735 on October 30, 1980. 32899

Together with all and singular rights, members, hereditaments, and appurtenances to the same be and lighting futures now or hereafter all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plotted 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 bousehold 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 Mostgagor covenants that it is lawfully seized of the premises heireinabove 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

REENVILLE OFFICE SUPPLY CO. INC.

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