

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

NOV 9 1 36 PM '76 MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:
H. H. C.

WHEREAS, J. F. Garrett

(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 Eleven Thousand Six Hundred Twenty-Eight and 60/100-----
Dollars (\$ 11,628.60) due and payable

at the rate of \$193.81 per month beginning December 1, 1976 and continuing on the 1st day of each and every month thereafter for a period of five years with interest thereon from maturity at the annual percentage rate of 12.50%, to be computed and paid on demand.

with interest thereon from ----- at the rate of ----- per centum per annum, to be paid:

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 Greenville, being shown as Lot No. 42 of MOUNTAINBROOKE Subdivision, plat of which is recorded in the RMC Office for Greenville County in Plat Book 4-F at Page 47, together with a triangular tract containing 4.741 acres to the rear of said lot and according to a more recent plat made by B. Keith Rochester & Associates, October 18, 1972, described collectively, having the following metes and bounds, to-wit:

Beginning at an iron pin on the northwest side of Crosscreek Lane at the joint front corner of Lots 42 and 43 and running thence with the line of said Lots, N.48-01 W. 200 feet; thence with the rear line of Lots 43 through 46, inclusive, S.41-59 W. 370.4 feet; thence N.06-53 W. 607.5 feet; thence N.86-25 E. 379 feet; thence S.74-19 E. 214.5 feet to the northeast corner of Lot 38; thence with the rear line of Lots 38-41, inclusive, S.41-59 W. 304.8 feet to an iron pin, joint rear corner of Lots 41 and 42; thence with the line of said Lots, S.48-01 E. 200 feet to an iron pin on Crosscreek Lane; thence with Crosscreek Lane, S.41-59 W. 90 feet to the point of beginning.

This is the same property as that conveyed to the mortgagor herein by deed from W. H. Alford, recorded in the RMC Office for Greenville County on November 2, 1976.

The mailing address of the mortgagee herein is P. O. Box 6526, Station B, Greenville, South Carolina, 29606.

1976 NOV 9 1 36 PM '76
STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
NOV-376 STAMP TAX \$ 04.68
PR.11218

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.

5059
W5
250AS

50506

4328 RV-21