

MORTGAGE OF REAL ESTATE -

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

BOOK 1409 PAGE 29

MORTGAGE OF REAL ESTATE

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, I, Gary Drake

(hereinafter referred to as Mortgagor) is well and truly indebted unto **Community Bank of 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

Two Thousand Five Hundred

Dollars (\$ 2,500.00) due and payable

One (1) year from the date of execution of Mortgagor's Promissory Note

with interest thereon from **said date** at the rate of **Nine** per centum per annum, to be paid: **Quarterly**

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**

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, City of Greenville, being shown and designated as Lot 13 on a Plat of Smith Heights, recorded in the R. M. C. Office for Greenville County in Plat Book B B, at Page 147, and having according to said Plat the following metes and bounds:

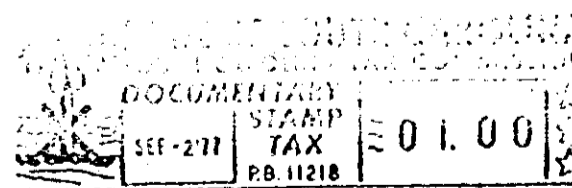
BEGINNING at an iron pin on the southwestern side of Zet Court, joint front corner of Lots 12 and 13, and running thence with the common line of said Lots, S. 39-49 E. 172 feet to an iron pin, joint rear corner of Lots 13 and 12; thence with the rear line of Lot 13, S. 34-27 W. 72.7 feet to an iron pin, joint rear corner of Lots 13 and 15; thence along the rear line of Lots 15 and 14, N. 39-49 W. 191.7 feet to an iron pin on the southwestern side of Zet Court, joint corner of Lots 14 and 13; thence running along the southwestern side of Zet Court, N. 50-11 E. 70 feet to an iron pin, joint front corner of Lots 13 and 12, the point of beginning.

BEING the same property conveyed to the Mortgagor by deed by Walter E. Henderson and Patricia A. Henderson on October 23, 1975, and recorded on October 23, 1975 in Deed Book 1026, at Page 236, in the Office of the R. M. C. for Greenville County.

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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