

GREENVILLE CO. S. C.

SEP 14 4 31 PM '77

DONNIE S. TANKERSLEY
R.M.C.

FILED
GREENVILLE CO. S. C.

JUL 22 4 39 PM '77

DONNIE S. TANKERSLEY
R.M.C. REAL ESTATE MORTGAGE

1404 906

1409 884

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

TO WHOM THESE PRESENTS MAY CONCERN:

ROBERT S. SMALL, JR., DONIVAN P. DEMPSEY AND DOROTHY E. CUNNINGHAM

(hereinafter referred to as Mortgagors), SEND GREETINGS:

WHEREAS, the Mortgagors are well and truly indebted unto Community Bank (hereinafter referred to as Mortgagee) as evidenced by the Mortgagors' promissory note of even date herewith the terms of which are incorporated herein by reference in the sum of Seven Hundred Fifty Thousand (\$750,000.00) Dollars with interest thereon from date until paid, said principal and interest to be repaid as more particularly set forth in said note, specifically on demand until purchased by Provident Life and Accident Insurance Company pursuant to the terms of that certain Buy-Sell Agreement, interest payable quarterly; after said purchase said note to be repaid in 294 equal monthly payments of principal and interest, all unpaid balances of principal and interest to be due and payable no later than October 1, 2002.

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

NOW, KNOW ALL MEN, that the Mortgagors, in consideration of the aforesaid debt, and in order to secure the payment thereof and of any other and further sums for which the Mortgagors may be indebted to the Mortgagee at any time for advances made to or for their account by the Mortgagee, and also in consideration of the further sum of Three and No/100 (\$3.00) Dollars to the Mortgagors 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 heirs, successors and assigns that piece, parcel or lot of land, with all improvements thereof, or hereafter constructed thereon, being described in Schedule A attached hereto and incorporated by reference herein.

Also, all improvements, appurtenances, easements, fixtures, whether detachable or not, equipment, heating and cooling systems, furnishings and personal property owned by the Mortgagors and located upon said parcel or land, together with all attachments thereto, and any additions, substitutions, or accretions to the same belonging in any way incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns forever.

The Mortgagors covenant that they are lawfully seized of the premises hereinabove described in fee simple absolute and as otherwise hereinafter set forth, that they have good right and lawful authority to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever unless the same shall be specifically excepted herein. The Mortgagors further bind themselves and their successors and assigns to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagors, their successors and assigns and any other persons whomsoever lawfully claiming the same or any part thereof.

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