

FILED
STATE OF SOUTH CAROLINA GREENVILLE CO. S. C.
COUNTY OF Greenville 17 2 57 PM '77 MORTGAGE OF REAL ESTATE

BOOK 1438 PAGE 323

TO ALL WHOM THESE PRESENTS MAY CONCERN:

THIS IS A SECOND MORTGAGE
SPENCER TANKERSLEY
R.H.C.

WHEREAS, Louis G. Manios and Jimmy Rogers

(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

One Hundred Twenty-five Thousand and no/100-----Dollars (\$125,000.00) due and payable in one hundred eighty (180) days

with interest thereon from date at the rate of prime plus 1/2%
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 Greenville, in Fairview Township, being known as Tract #4, and according to a plat of property of James Moncrief, et al, recorded in Plat Book YY at page 59, having the following metes and bounds, to-wit: BEGINNING at an iron pin in the middle of a County Road S. 60-59 W. 1100.8 feet more or less to an iron pin; thence N. 52-46 W. crossing a branch 291.6 feet to an iron pin; thence S. 5-12 W. 823.8 feet to a stone; thence N. 73-03 W. 800 feet to an iron pin; thence N. 9-53 E. 155 feet crossing and recrossing a branch; thence continuing crossing and recrossing branch N. 18-6 W. 332.4 feet to an iron pin; thence N. 6-42 E. 198 feet to an iron pin; thence N. 5-56 W. 200 feet to an iron pin; thence N. 18-00 E. 237 feet to an iron pin; thence S. 75-23 E. 51.3 feet to an iron pin; thence S. 52-46 E. 137.6 feet to an iron pin; thence N. 29-32 E. 284.2 feet to an iron pin; thence N. 29-44 E. 660.8 feet to an iron pin; thence N. 44-50 E. 106.3 feet to an iron pin; thence N. 39-06 E. 859.5 feet more or less to an iron pin in the center of a County Road; thence with the center of County Road S. 25-08 E. 1590.5 feet more or less to an iron pin in the center of said County Road; thence continuing with County Road S. 25-19 E. 330.8 feet to point of beginning. This being the same property conveyed to Louis G. Manios by deed of James H. King on December 4, 1974, recorded in the R.M.C. Office for Greenville County in Deed Book 1011 at page 299. LESS that 6.67 acres released from mortgage by James M. King recorded in the R.M.C. Office for Greenville County on June 5, 1975, under Release number 28669 in Mortgage Book 1341 at page 36.

ALSO:

ALL that piece, parcel or lot of land located in the State of South Carolina, County of Greenville, in Fairview Township, being known as a portion of Tract #4 as shown on a plat of property of James Moncrief et al, recorded in Plat Book YY at page 56, and according to a plat entitled Property of Louis G. Manios, by C. O. Riddle, dated February, 1975, having the following metes and bounds, to-wit: BEGINNING at an iron pin in the middle of Hillside Church Road and running down middle of said road N. 25-08 W. 200 feet to an iron pin; thence running S. 62-52 W. 800 feet to an iron pin; thence N. 25-08 W. 200 feet to an iron pin; thence S. 64-52 W. 326.7 feet to an iron pin; thence S. 25-08 E. 400 feet to an iron pin; thence N. 64-52 E. 1126.7 feet to an iron pin, the point of beginning. This being a portion of the property conveyed to Louis G. Manios by deed of James M. King on December 4, 1974, recorded in the R.M.C. Office for Greenville County in Deed Book 10-1 at page 299.

ALSO:

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, near the City of Greenville, and, according to a plat entitled "Property of Jimmy Rogers and Stanton Bridge Investment Co., Inc., by W. R. Williams, Jr., Engineer, dated January 28, 1977, recorded in Plat Book 5-X, Page 75 in the R.M.C. Office (Continued on attached sheet)

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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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