

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MAR 30 4 43 PM '78
DONNIE S. TANKERSLEY
R.M.C. MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Marvin A. Mills

(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 Ten Thousand and No/100ths

Dollars (\$ 110,000.00) due and payable

ninety (90) days from date with interest thereon at the variable rate of one (1) percent over the prime lending rate as declared by Community Bank payable at maturity.

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 piece, parcel or tract of land, located, lying and being in Austin Township, Greenville County, South Carolina on a County Road on the waters of Horse Pin Creek, and having, according to a plat prepared by C. O. Riddle, dated August, 1954, the following metes and bounds, to-wit:

BEGINNING at an iron pin on a county road at the joint corner of the within tract and property now or formerly of J. C. Burdette, and running thence along said county road, S. 2-02 W. 1,928.2 feet to an iron pin on the northern side of a second county road; thence S. 78-10 E. 450.3 feet to an iron pin on the south side of said county road; thence along said county road the following courses and distances, to-wit: S. 75-16 E. 157.7 feet, S. 65-03 E. 196 feet, S. 59-16 E. 850 feet, S. 49-25 E. 234.5 feet and S. 35-19 E. 137.6 feet to an iron pin in the center of a bridge; thence N. 65-28 E. 645.7 feet to a stake on the southern bank of Horse Pin Creek; thence crossing Horse Pin Creek N. 19-22 W. 443 feet to an iron pin; thence N. 56-08 E. 336.3 feet to an iron pin; thence N. 40-08 W. 809.5 feet to a stone; thence N. 55-44 E. 194.7 feet to an iron pin in the center of a branch; thence up said branch the following courses and distances: N. 26-47 W. 234 feet, N. 88-32 W. 238 feet, N. 70-47 W. 245 feet, N. 37-32 W. 105 feet, S. 89-17 W. 83.7 feet, N. 67-38 W. 175.4 feet, S. 77-08 W. 146.7 feet, S. 63-45 W. 125.1 feet, N. 86-21 W. 146 feet, N. 40-45 W. 187.8 feet, N. 69-47 W. 75.6 feet, N. 13-15 W. 82.2 feet, N. 40-57 W. 111.8 feet to a post oak stump at the head waters of said creek; thence N. 41-27 W. 17.4 feet to an iron pin in a county road, the point and place of beginning, containing 81 acres, more or less.

LESS HOWEVER, a lot, triangular in shape, containing 2.77 acres, more or less, conveyed by deed dated July 15, 1966 to William Larry Mahaffey and Janet B. Mahaffey, said deed being recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 802 at Page 341.

LESS HOWEVER: All that certain piece, parcel or tract of land situate, lying and being in Greenville County, State of South Carolina, containing 1.13 acres as shown on plat entitled "William L. and Janet B. Mahaffey" dated September 8, 1975 prepared by J. L. Montgomery, III, R.L.S. and having according to said plat, the following metes and bounds, to-wit:

(Continued on rider attached hereto)

RECORDED
4400

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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