

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C. LONG, BLACK & GASTON
NOV 17 11 38 AM '82
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:
DONNE BANNERSLEY
R.M.C.

WHEREAS, W. ALVIN PHILLIPS, INC.

(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

FIFTY THOUSAND DOLLARS AND NO/100----- Dollars (\$ 50,000.00) due and payable

IN ACCORDANCE WITH THE TERMS OF THE NOTE OF EVEN DATE
HEREWITH FOR WHICH THIS MORTGAGE STANDS AS SECURITY

with interest thereon from date at the rate of 15.21 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 on the Western side of Old Spartanburg Road in Butler Twonship, and being more specifically described on plat of William Alvin Phillips Property dated March 5, 1969, by Robert Jordan, RLS, recorded in the RMC Office for Greenville County in Plat Book 4-C at Page 29, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Old Spartanburg Road and thence running N. 65-20 W. 110.6 feet to an iron pin; thence running N. 78-41 W. 175.5 feet to an iron pin; thence running N. 37-30 W. 256.6 feet to an iron pin; thence running N. 28-41 E. 237.6 feet to an iron pin on the southern bank of Brushy Creek; thence running with Brushy Creek S. 85-19 E. 221.8 feet to an iron pin; thence continuing with said creek S. 71-18 E. 403.2 feet to an iron pin on the northern bank of Brushy Creek; thence S. 45-08 E. 24.6 feet to an iron pin in the center of Old Spartanburg Road (said Point being on a bridge crossing Brushy Creek); thence with the Center of said road S. 43-00 W. 447.4 feet to an iron pin, the point of BEGINNING.

THIS is the same property conveyed to the Mortgagor herein by deed of W. Alvin Phillips, dated March 10, 1969 and recorded September 5, 1969 in the RMC Office for Greenville County in Deed Book 875 at Page 264.

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STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
\$ 20.00
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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 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.