MORTCAGE OF REAL ESTATE-Offices of Leatherwood Walter, Todd & Mann, Attorneys at Law, Greenville, S. C. CREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

JAN 9 10 05 FH '75 MORTGAGE OF REAL ESTATE

DONNIE S. TANKERSLEY
R.H.C.

WHEREAS, James Frank Winestock, Sr. and Flora Ree J. Winestock

(hereinafter referred to as Mortgigor) is well and truly indebted unto Community Bank

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's premissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Three Thousand Eight Hundred Sixteen and 72/100-- Dollars (\$ 3,816.72) due and payable

in 36 monthly installments of \$106.02 beginning on February 9, 1976 and continuing on the 9th day of each month thereafter until paid in full,

with interest thereon from date

at the rate of 7% add-onper 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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe at and before the scaling 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 Mortgagoe's heirs, 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

All that piece, parcel or tract of land, with the improvements thereon, lying and being in Grove Township, Greenville County, State of South Carolina, designated as Tract Two (2) containing 9.3 acres on a plat, property of Eddie and Lula W. Sligh, and James Frank and Flora Ree J. Winestock, Sr., dated March 1975, by Clifford C. Jones, RPE and Land Surveyor No. 1144, to be recorded; and in Tract recorded in Plat Book ZZ at page 129, of which this is a part; being more particularly described by metes and bounds as follows:

BEGINNING at an iron pin in Carr Road, joint corner of Tract One (1) and Tract Two (2); thence along line of division of Tract One (1) and Tract Two (2) N. 22-55 E. 1338 feet to an iron pin at Branch, being the line in traverse line joint northern point of division of Tract One (1) and Tract Two (2); thence S. 66-57 E. 43.2 to an iron pin; thence along Branch Property Line N. 73-11 E. 200 feet to an iron pin being joint corner of Taylor property; thence S. 14-22 W. 673.6 feet to an iron pin, joint corner of property of Tract Two (2) Taylor, and Johnson; thence S. 25-13 W. 563.4 feet to an iron pin in Carr Road; thence N. 89-15 W. 345 feet to the point of beginning.

Being the same property conveyed to Mortgagors by deed recorded in Deed Book 1025 at page 716, RMC Office for Greenville County.



5.1.56

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 is 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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