

Mortgagees Mailing Address: 416 E. North Street Greenville, SC 29601 1550 755

GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED
AUG 24 3 57 PM '81
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:
DONNIE BANKERSLEY
R.M.C.

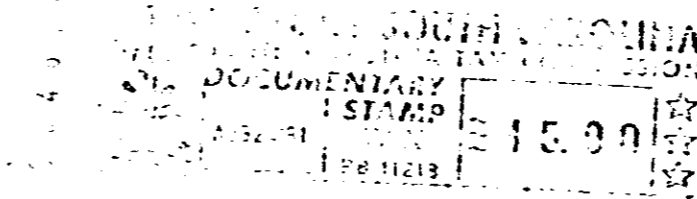
WHEREAS, J. PAT McCOY

(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 Twelve Thousand Five Hundred and no/100-----

Dollars (\$ 112,500.00) due and payable

One year from the date hereof



with interest thereon from date at the rate of : ~~XXXXXX~~ the prime rate used by Community Bank, with interest to be paid quarterly.

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

Located at the intersection of Cleveland Street with South Carolina Highway 291 (Pleasantburg Drive) in Greenville, County of Greenville, State of South Carolina, and as shown on plat of survey prepared for Shell Oil Company by Jones Engineering Service, dated January, 1964, recorded in the R. M. C. Office for Greenville County and having according to said plat the following metes and bounds:

BEGINNING at a stone marking the northwest corner of the intersection of Cleveland Street with S.C. Highway 291 and running thence South 78 degrees 06 minutes West along the north side of Cleveland Street One Hundred Fifty (150) feet to a point; thence turning and running North 06 degrees 50 minutes West along property now or formerly of Star Enterprises, Inc., Two Hundred (200) feet to a point; thence turning and running North 78 degrees 06 minutes East along other property now or formerly of Star Enterprises, Inc., One Hundred Fifty (150) feet to a point on the West side of S.C. Highway 291; thence turning and running South 06 degrees 50 minutes East along the West side of S.C. Highway 291 Two Hundred (200) feet to the point of beginning.

Together with all of the rights under (but subject to compliance with the terms thereof) easement and agreement between Star Enterprises, Inc., and Shell Oil Company for installation and maintenance of sewer lines dated June 8, 1964, and recorded in Book 756, Page 156.

Together with all of the right, title and interest of Mortgagor in and to that certain sewer line located within the right of way of Cleveland Street conveyed to the mortgagor by quit-claim deed of Shell Oil Company dated August 17, 1981 to be recorded herewith.

Being the same property conveyed to the mortgagor by Shell Oil Company by deed dated June 27, 1981 to be recorded herewith.

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.

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