

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE S.C.
JUL 27 2 06 PM '83
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Otis Wayne Rutledge, d/b/a Old South Electric Company

(hereinafter referred to as Mortgagor) is well and truly indebted unto Community Bank
P.O. Box 6807
Greenville, S.C. 29606

(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 Fifteen Thousand and no/100
Dollars (\$ 15,000.00) due and payable

with interest thereon from _____ date at the rate of 13½ per centum per annum, to be paid:
as per the terms of said note.

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 and being further described as follows;

1. ALL that piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, City of Greenville, being shown and designated as Lot 238 on a plat of Sherwood Forest, which plat was prepared by Dalton and Neves, Engineers, August, 1951, revised through June, 1953, and recorded in the RMC Office for Greenville County in Plat Book GG, Pages 70 and 71, reference to which plat is hereby craved for a metes and bounds description thereof.

This being that property conveyed to Mortgagor by deed of Trustees of Fourth Presbyterian Church of Greenville, South Carolina, recorded April 27, 1979 in the RMC Office for Greenville County, South Carolina, in Deed Book 1101 at Page 385.

2. ALL that piece, parcel or lot of land situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 239, Robin Hood Road, Sherwood Forest, plat of which is recorded in the RMC Office for Greenville County in Plat Book BB at Pages 30 and 31 and Plat Book GG at Pages 2 and 3, reference being craved to said plat for a more particular metes and bounds description.

This is that property conveyed to Mortgagor by deed of Bankers Trust of South Carolina as Executor and Trustee of the Estate of John T. Douglas, Deceased, and by deed of Citizens and Southern National Bank of South Carolina and Lowell H. Tankersley as Co-Trustees in the Trust created by the Last Will and Testament of Lehman Adwell Moseley, Sr., as recorded in the RMC Office for Greenville County, South Carolina, on October 31, 1979 in Deed Book 1114 at Pages 652 and 650 respectively.

3. ALL that piece, parcel or lot of land situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 240, Sherwood Forest, plat of which is recorded in the RMC Office for Greenville County in Plat Book GG at Pages 2 and 3. Reference being craved to said plat for a more particular metes and bounds description.

This is that property conveyed to Mortgagor by deed of L.A. Moseley, Inc., recorded October 31, 1979 in the RMC Office for Greenville County, South Carolina, in Deed Book 1114 at Page 651.

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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