Ent North Street 29601

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

OUT 10 STATE PRESENTS MAY CONCERN:

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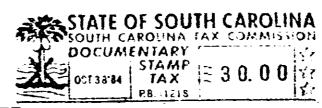
WHEREAS, FORRESTER FARMS, A SOUTH CAROLINA GENERAL PARTNERSHIP,

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

IN ACCORDANCE WITH THE TERMS OF THAT CERTAIN NOTE OF EVEN DATE HEREWITH,



AS PER NOTE

with interest thereon from

DATE

at the rate of

per centum per annum, to be paid: AS PER 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 known and designated as LOT NO. 73, SECTION II, on a plat of FORRESTER WOODS, SECTION II, said plat being recorded in the RMC Office for Greenville County in Plat Book 4-X at Page 64, reference being had to said plat for a more complete metes and bounds description.

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, and being known and designated as LOT NO. 1 on a plat of FORRESTER WOODS, SECTION VII, said plat being recorded in the RMC Office for Greenville County in Plat Book 5-P at Pages 21-22.

ALSO, ALL that certain piece, parcel or lot of land shown and designated as unnumbered lot on a plat of R. B. Bruce recorded in the RMC Office for Greenville County in Plat Book 5-P at Page 21, said plat shows these lot to be designated as "reserved by owner" and is located on Oakwood Court between LOT 14 and Lot 16 and is bounded on the rear by a creek.

ALSO, ALL those certain pieces, parcels or lots of land shown on a plat of FORRESTER FARMS SUBDIVISION, containing TWENTY-FOUR (24) lots as shown by plat of FORRESTER FARMS SUBDIVISION recorded in the RMC Office for Greenville County in Plat Book 10-M at Page 55, reference being had to said plat for a more complete metes and bounds description.

THE within Mortgage is a first Mortgage with regard to the Cirst three (3) parcels aforementioned and a second Mortgage with regard to the twenty-four (24) lots in FORRESTER FARMS SUBDIVISION being junior in lien to that certain Mortgage given to Southern Bank and Trust Company in the original amount of \$200,000.00 and recorded in the RMC Office for Greenville County in REM Book 1658 at Page 48.

SEE ATTACHED SHEET FOR DERIVATION CLAUSES.

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.

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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.