

FILLS
GREENVILLE CO. S. C.

1409 59

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

3 4 22 PM '77
COMMUNITY BANK

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WE, P.H. MOORE and MARY M. MOORE

(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 **TWENTY-TWO THOUSAND FIVE HUNDRED AND NO/100-----**

----- Dollars (\$ 22,500.00) due and payable

in one (1) year from date of this mortgage

BY with interest thereon from _____ date _____ at the rate of **nine (9)** per centum per annum, 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, on the southern side of New Easley Highway (U.S. Highway No. 123), and being the front or northern portion of Lot No. 3 on Plat of the Property of the Estate of J.P. Ownings as made by John C. Smith, et al dated February, 1952, and recorded in the R.M.C. Office for Greenville County in Plat Book "X", page 36, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of the Easley Bridge Road at the joint front corner of Lots Nos. 3 and 4 and running thence along the southern side of the right of way of said highway, S. 85-20 E. 120 feet to an iron pin at the corner of property now or formerly of Mack B. Patterson; thence along the line of said property, S. 4-40 W. 300 feet to a point in the line of property of P.H. Moore; thence along the line of Moore, N. 85-20 W. 120 feet to an iron pin in the line of Lot No. 4; thence with the line of Lot No. 4, N. 4-40 E. 300 feet to an iron pin, the point of beginning.

This property is subject to restrictions, rights of way and easements of record and there is further reserved an easement of ingress and egress twenty (20) feet in width along the western edge of said premises to provide P.H. Moore, his heirs and assigns, with a right of way for utilities and/or a driveway.

This being the same property conveyed to the Mortgagors herein by deed of The First Baptist Church of Greenville, SC dated May 10, 1977 and recorded in the Greenville County R.M.C. Office in Deed Book 1056 at page 335.

COMMUNITY BANK
Post Office Box 5340
Greenville, South Carolina 29606

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
JUN-577 P.B. 11218
09.00

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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