

Mortgagee's Mailing Address: P. O. Box 6807, Greenville, S.C. 29606

BOOK 1585 PAGE 28

STATE OF SOUTH CAROLINA  
COUNTY OF

FILED  
NOV 4 3 13 PM '82  
DANNIE TANKERSLEY  
R.M.C.

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

WHEREAS, W. R. Fairbanks and Associates, a Limited 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 Forty-Four Thousand and No/100-----Dollars (\$ 144,000.00 ) due and payable

six (6) months from the date hereof

plus one (1%)

with interest thereon from first disbursement at the rate of prime / per centum per annum, to be paid:  
in accordance with 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:

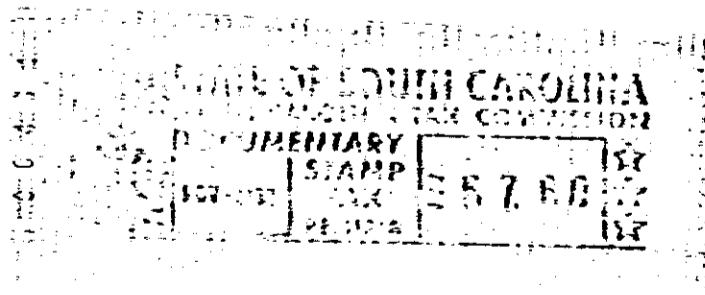
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of

ALL that certain piece, parcel or lot of land, located, lying and being in the City and County of Greenville, State of South Carolina, being shown and designated as Lot No. 42, on plat entitled "Collins Creek, Section One", dated July 30, 1979, prepared by C. O. Riddle, Surveyor, recorded in the Greenville County RMC Office in Plat Book 7-C at Page 56, and having, according to said plat, the following metes and bounds, to-wit;

BEGINNING at an iron pin on the Northern side of the right-of-way of Collins Creek at the joint front corner of the within lot and Lot No. 41 and running thence along said right-of-way N. 58-38 W., 149.72 feet to an iron pin at the joint front corner of the within lot and Lot No. 43; thence running along the joint line of said lots N. 25-22 E., 250.49 feet to an iron pin at the joint rear corner of the within lot and Lot No. 43; thence running S. 58-57 E., 187.06 feet to an iron pin at the joint rear corner of the within lot and Lot No. 41; thence running along the joint line of said lots S. 33-55 W. 250.39 feet to an iron pin at the joint front of the within lot and Lot No. 41, on the Northern side of the right-of-way of Collins Creek, the point and place of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Edward W. Clay, Jr. and Kathryn M. Clay of even date to be recorded herewith.

2 NO 4 82 959



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.

RECORDED

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