

MORTGAGEES ADDRESS:

BOOK 1590 PAGE 406

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STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE  
and SPARTANBURG

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

DEC 25 4 03 PM '82

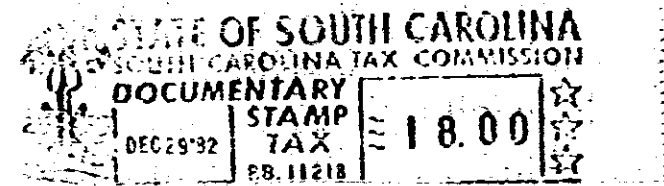
JOHN R. HARRISLEY  
R.M.C.

WHEREAS, ROBERT E. OSBON

(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  
FORTY FIVE THOUSAND AND NO/100ths Dollars (\$ 45,000.00 ) due and payable

as provided in said Note



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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, in Chick Springs Township, lying on the northerly side of Brushy Creek Road and containing 0.418 acres in accordance with a plat entitled "Property of Dr. Robert E. Osbon", prepared by Freeland & Associates, dated October 22, 1981 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of Brushy Creek Road, joint front corner with property of Southern Bank & Trust Company, and running thence with said Southern Bank line, N. 12-36 E. 82.13 feet to an iron pin; thence continuing along Southern Bank, N. 12-36 E. 85.1 feet to an iron pin; thence S. 77-05 E. 22.37 feet to an iron pin; thence N. 12-26 E. 6:67 feet to an iron pin; thence with the driveway of Southern Bank & Trust Company, N. 86-16 E. 23.23 feet to an iron pin; thence S. 12-20 W. 132.13 feet to an iron pin; thence along the line of property of Dennon O. Jones Estate, S. 85-43 E. 185.25 feet to an iron pin on the northerly edge of Upper Brushy Creek Road; thence along the northerly edge of the right-of-way of said road 248.79 feet to the point of beginning.

THIS is the major portion of the property conveyed to the Mortgagor by deed of Brushy Creek Baptist Church recorded on September 8, 1978 in Deed Book 1087 at Page 15.

ALSO, ALL that lot of land in the State of South Carolina, in the Counties of Greenville and Spartanburg, in the City of Greer, lying on the westerly side of Gravelly Road containing approximately 10.96 acres as described in a deed from John R. Cooley to Robert E. Osbon, recorded in Deed Book 1028 at Page 485. LESS, HOWEVER, a small parcel of 0.151 acres conveyed by Robert E. Osbon to American Land Development Corp. by deed dated August 21, 1981.

ALSO, that certain easement for ingress and egress reserved in favor of Robert E. Osbon in the aforementioned deed of Robert E. Osbon to American Land Development Corp. dated August 21, 1981.

ALSO, that certain sewerline right-of-way executed by American Land Development Corp. to Robert E. Osbon dated August 21, 1981 and recorded in Deed Book 48-K at Page 24 in the BMC Office for Spartanburg County.

The subject property is a major portion of the property conveyed to the Mortgagor by deed of John R. Cooley recorded on November 19, 1975 in Deed Book 1028 at Page 485.

The 10.96 acre tract last described is subject to a first mortgage held by Bank of Greer in the original amount of \$ 30,000.00 recorded in Mortgage Book at Page and having a current balance of \$ 11,250.00.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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.

4-2000