

FILED
GREENVILLE, S.C.

1635-902

NOV 17 3 24 PM '83

MORTGAGE

JOHN W. HENSLEY

THIS MORTGAGE is made this 16th day of November 1983, between the Mortgagor, James F. Ledbetter and Rebecca G. Ledbetter (herein "Borrower"), and the Mortgagee, Community Bank, a corporation organized and existing under the laws of South Carolina, whose address is P.O. Box 6807, 416 East North Street, Greenville, South Carolina (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of Fifty Thousand and NO/100 (\$50,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 16, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 1998.

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

All that certain piece, parcel or lot of land situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, on the cul-de-sac of Waccamaw Circle, being known and designated as part of property of Kenneth R. Padgett, Jr., as shown on Plat of Property of Kenneth R. Padgett, Jr., recorded in the RMC Office for Greenville County in Plat Book 5-P at Page 17, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on Waccamaw Circle at the joint front corner of this property and property now or formerly owned by Kenneth R. Padgett, Jr., and running thence along the joint property line of said parties, N. 48-20 W. 152 feet to an iron pin; thence N. 65-35 E. 99 feet to an iron pin; thence N. 78-26 E. 64 feet to an iron pin; thence S. 53-54 E. 40 feet to an iron pin; thence S. 28-37 W. 129.5 feet to an iron pin; thence S. 28-37 W. 20 feet to an iron pin, the point of beginning.

This being the same property conveyed to Mortgagors herein by Deed of David B. Mann as recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1164 at Page 291, on March 24, 1982.

which has the address of 30 Waccamaw Circle, Greenville, South Carolina (Street) (City)
29605 (herein "Property Address"); (State and Zip Code)

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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