

REC'D 1/3
DONNILL S. WALKER
SOUTH CAROLINA
GREENVILLE
R.M.C. OFFICE
GREENVILLE COUNTY

Mortgagee's Address: P.O. Box 1329, Greenville, S.C. 29602
STATE OF SOUTH CAROLINA
GREENVILLE COUNTY
GREENVILLE

MORTGAGE OF REAL PROPERTY

WHEREAS, SCOTT-ZIMMERMAN ASSOCIATES, A South Carolina General Partnership,
hereinafter called Mortgagors (whether one or more persons) are indebted to SOUTHERN BANK AND TRUST COMPANY

, a corporation with its principal office at Greenville, South Carolina, hereinafter called
the Lender, in the sum of One Hundred Twenty Thousand and No/100 Dollars (\$120,000.00)

for money loaned as evidenced by a note of even date with this instrument, which note bears interest at a rate specified therein,*

AND the principal and interest being payable in equal monthly installments in an amount specified in said note, and the installments
beginning on the 1st day of October, 1980, and like amount on the 1st day of each consecutive
month thereafter until the 1st day of September, 2005, when the balance of principal and interest will be
payable.

AND, WHEREAS, the Mortgagors desire to secure the payment of said note with interest and any additional payments hereinafter agreed to be made, and to guarantee the performance of all the agreements and covenants hereinafter contained;

AND, WHEREAS, the Mortgagors further covenant that upon failure to pay any installment when due, the remaining unpaid balance shall at the option of the holder, bear interest at a rate designated by the holder, which shall not be in excess of the maximum rate legally chargeable, and the entire balance shall also immediately become due and payable, at the option of the holder, who may sue thereon and foreclose this mortgage. In case the said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed necessary by the holder thereof for the protection of its interest to place, and if the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then, in either of said cases the Mortgagors promise to pay all costs and expenses, including reasonable attorneys' fees, all of which shall be added to the Mortgage indebtedness, and payment thereof, secured hereby to the same extent as if it were a part of the original debt.

NOW, THEREFORE, in consideration of the aforesaid loan and to secure the payment thereof with interest and the additional payments herein agreed to be made, and to secure the performance of all the agreements and covenants herein contained, and also in consideration of the further sum of Three Dollars (\$300) paid to the Mortgagors by the Lender before the signing of this instrument, the receipt of which is hereby acknowledged, the Mortgagors have granted, bargained, sold and released and by this instrument do

grant, bargain, sell and release unto the Lender the lot or parcel of land lying and being in Greenville, ~~106603~~ County of Greenville, and State of South Carolina, described as follows:

ALL that certain piece, parcel or lot of land situate, lying and being on the south-eastern side of Memorial Drive near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot 7A as shown on plat of Revision of Lot #7, Memorial Medical Park, prepared by W.R. Williams, Jr., Engineer/Surveyor, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 7-L, at page 67, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on Memorial Medical Drive, joint front corner of Lots 7A and 8, and running thence with the common line of said lots, N. 72-42 W. 163 feet to a point, joint rear corner of said lots; thence S. 15-29 W. 105 feet to a point, joint rear corner of Lots 7A and 7B; thence with the common line of said lots S. 74-31 E. 169.4 feet to a point; thence N. 30-45 E. 67.8 feet to a point on Memorial Medical Drive; thence with said Drive, N. 19-50 W. 42.1 feet to the point of beginning.

This is the same property conveyed to Mortgagor by deed of Memorial Medical Associates, dated June 15, 1979 and recorded August 31, 1979 in Deed Book 1110 at Page 622.

*interest accrued to date to be payable on August 31, 1980, and if this Mortgage and the Note secured hereby are not purchased by Integon Life Insurance Corporation, on or before such date, then all principal to be due on such date, but if such Note and Mortgage are so purchased, then

together with all and singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging in or in anywise incident or appertaining.

AND IT IS COVENANTED AND AGREED by and between the parties hereto that all fixtures, machinery or equipment of every kind either now upon or hereafter placed upon the premises or in any house or other structure upon or hereafter placed upon said premises, which are or shall be attached to said premises, building or other structure by nails, screws, bolts, pipe connections, masonry or in any other manner, are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be covered by this mortgage.

TO HAVE AND TO HOLD all and singular the said premises unto the Lender, its successors and assigns. And the Mortgagors do hereby bind themselves, and their heirs, successors, executors and administrators, to warrant and forever defend all and singular the said premises unto the Lender, its successors and assigns from and against the Mortgagors, their heirs, successors, executors, administrators and assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

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