

State of South Carolina

County of GREENVILLE

RECORDED
NOV 1 1 39 PM '80
SOUTH CAROLINA
R.M.C. WILKINSON

1503 1/37
Mortgage of Real Estate **5**

THIS MORTGAGE made this 31st day of October, 19 80.

by GARRAUX ASSOCIATES, A South Carolina Limited Partnership,

(hereinafter referred to as "Mortgagor") and given to SOUTHERN BANK & TRUST CO.

(hereinafter referred to as "Mortgagee"), whose address is P. O. Box 1329, Greenville, South Carolina 29602.

WITNESSETH:

THAT WHEREAS, GARRAUX ASSOCIATES, A South Carolina Limited Partnership, is indebted to Mortgagee in the maximum principal sum of Sixty Thousand and No/100----- Dollars (\$ 60,000.00-----), which indebtedness is evidenced by the Note of Garraux Associates, A S. C. Limited Partnership, of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is one year after the date hereof, the terms of said Note and any agreement modifying it are incorporated herein by reference.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest and also to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina (1976): (i) all future advances and readvances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note, or by other promissory notes, and all renewals and extensions thereof; and (ii) all other indebtedness of Mortgagor to Mortgagee, now or hereafter existing, whether direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed \$60,000.00----- plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorney's fees, has granted, bargained, sold, released and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described property:

ALL that certain piece, parcel or lot of land, containing 0.94 acres, more or less, situate, lying and being on the northeastern side of Garraux Street, in the City of Greenville, County of Greenville, State of South Carolina, being shown and designated as Parcel No. 6 on plat entitled Peace-Hagood Associates, prepared by W. R. Williams, RLS, dated October, 1979, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the northeastern corner of intersection of Garraux Street and North Main Street and running thence with North Main Street, N. 20-15 E. 153.6 feet to an old iron pin at the joint corner of the premises herein described and property now or formerly of Presbyterian College; thence running with the common line of the premises herein described and property now or formerly of Presbyterian College, S. 64-22-30 E. 269.35 feet to an old iron pin; thence running S. 16-01 W. 147.79 feet to an old iron pin on the northern side of Garraux Street; thence with the northern side of Garraux Street, N. 65-51 W. 279.72 feet to the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Lucy B. Williams dated July 31, 1980, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1130, at Page 768, on August 8, 1980.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
DOCUMENTARY
STAMP
24.00

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TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto):