

State of South Carolina

1523 379
Mortgage of Real Estate



County of GREENVILLE

RECORDED
S. C.
OCT 31 12 PM '80

THIS MORTGAGE made this 31st day of October, 1980

by NORTHGATE ASSOCIATES, A South Carolina General 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, NORTHGATE ASSOCIATES, A South Carolina General Partnership, is indebted to Mortgagee in the maximum principal sum of One Hundred Eighty Thousand and No/100----- Dollars (\$ 180,000.00-----), which indebtedness is evidenced by the Note of Northgate Associates, A S. C. General 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 \$ 180,000.00----- 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 piece, parcel or tract of land, containing 3.91 acres, more or less, situate, lying and being on the eastern side of North Main Street, in the City of Greenville, County of Greenville, State of South Carolina, being more particularly shown on survey entitled Survey for Peace-Hagood Associates, dated October, 1979, prepared by W. R. Williams, Jr., RLS, and having according to said survey the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of North Main Street at the joint front corner of the premises herein described and property now or formerly of Lucie Bull Williams, said iron pin being N. 20-15 E. 153.6 feet from the north-eastern corner of the intersection of North Main Street and Garraux Street, and running thence with the eastern side of North Main Street, N. 20-15 E. 475.3 feet to an iron pin in or near Richland Creek; thence with the center line of Richland Creek as the line, the following courses and distances: S. 68-36 E. 182.1 feet to an iron pin; S. 65-15 E. 98.8 feet to an iron pin; S. 63-23 E. 66.2 feet to an iron pin in the rear of property now or formerly designated as Lot No. 5; thence with the line of property now or formerly designated as Lots O, P & Q, S. 12-25-30 W. 270.65 feet to an iron pin at the joint corner of the premises herein described and property now or formerly of Nellie F. Singleton; thence with the line of property now or formerly of Nellie F. Singleton, the following courses and distances: N. 63-21 W. 50.0 feet to an iron pin; S. 19-22 W. 220.08 feet to an iron pin in the line of property now or formerly of T. C. Garraux; thence with the line of property now or formerly of T. C. Garraux, N. 69-04 W. 68.7 feet to an iron pin at the joint rear corner of the premises herein described and property now or formerly of Lucie Bull Williams; thence with the line of property now or formerly of Lucie Bull Williams, N. 64-22-30 W. 269.35 feet to the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Presbyterian College, Clinton, S. C. dated July 15, 1980, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1129, at Page 389, on July 17, 1980.

DOCUMENTARY STAMP \$ 72.00

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);

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