

State of South Carolina

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Mortgage of Real Estate

County of Greenville

NOV 10 AM '80
SOUTHERN BANK & TRUST CO.

THIS MORTGAGE made this 5th day of December, 1980,

by Charlie H. Roper, III

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

(hereinafter referred to as "Mortgagee"), whose address is 27 South Estate Dr., Greenville, S.C. 29605

WITNESSETH:

THAT WHEREAS, Charlie H. Roper, III is indebted to Mortgagee in the maximum principal sum of Nine Thousand & no/100 Dollars (\$ 9,000.00), which indebtedness is evidenced by the Note of Charlie H. Roper, III of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of 6/3/81 which is 180 days 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 \$ _____, 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 those certain pieces, parcels or lots of land, with improvements thereon situate, lying and being in the State of South Carolina, County of Greenville, on the Northern side of Donaldson Road (S.C. Hwy. 294), being shown and designated as Lots Nos. 1 and 2 on a Plat entitled "Property of James T. Hill", by Robert Jordan, Surveyor, dated August, 1968, recorded in the RMC Office for Greenville County in Plat Book YYY at Page 123, and having according to said Plat the following metes and bounds:

BEGINNING, as to Lot No. 1, at a nail and cap in the center of Donaldson Road (S.C. Hwy. 294) and running thence, N. 25-20 E. 173 feet to an iron pin; thence N. 48-29 E. 94.5 feet to an iron pin; thence S. 57-15 E. 297.9 feet to an iron pin; thence S. 62-30 W. 277.8 feet to a nail and cap in the center of Donaldson Road; thence running N. 64-40 W. 164.8 feet along the center of Donaldson Road, the point of beginning.

ALSO: BEGINNING, as to Lot No. 2, at an old iron pin at the intersection of the property lines now or formerly of Garrison and Vinson, and running thence S. 62-30 W. 397.2 feet along the Vinson line to an iron pin; thence N. 57-15 W. 297.9 feet to an iron pin; thence N. 25-20 E. 268.7 feet more or less, to a point; thence S. 65-04 E. 572.3 feet, more or less, along the Garrison line, to an old iron pin, the point of beginning.

This property is subject to all restrictions, setback lines, roadways, easements, and rights of way, if any, affecting said property.

This is the same identical property conveyed to the Mortgagor herein and Jan Christie jointly, by Deed from The Equitable Life Assurance Society of the United States, recorded in the RMC Office for Greenville County, South Carolina, on September 9, 1977, in Deed Book 1064 at Page 436. Jan Christie conveyed to the Mortgagor herein all her one-half right, title and interest to the Mortgagor herein, by Deed recorded in the RMC Office for Greenville County, recorded of even date in Deed Book 1138 at Page 492.

This mortgage shall be secondary to that certain mortgage given to Fidelity Federal Savings & Loan Assoc. by Charlie H. Roper, III and Jan Christie Roper recorded on September 9th, 1977, in the RMC Office For Greenville County in Mortgage Book 1409 at Page 429.

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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