

State of South Carolina

FILED
GREENVILLE CO. S. C.

BOOK 1532 PAGE 865
Mortgage of Real Estate



County of GREENVILLE

FEB 17 12 22 PM '81

JOHNIE S. TANKERSLEY

THIS MORTGAGE made this 17th day of R.M.C. February, 1981.

by Haywood-Rogers Properties, A Limited Partnership

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

(hereinafter referred to as "Mortgagee"), whose address is 306 East North Street, Greenville,
South Carolina 29601

WITNESSETH:

THAT WHEREAS, Haywood-Rogers Properties, A Limited Partnership is indebted to Mortgagee in the maximum principal sum of One Hundred Thirty-two Thousand and no/100 Dollars (\$ 132,000.00), which indebtedness is evidenced by the Note of Haywood-Rogers Properties, A 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 (1) 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 \$157,740.00 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 tract of land located in the County and City of Greenville and, according to plat prepared by Enwright Surveying, Inc., on November 19, 1980, having the following metes and bounds: Beginning at an iron pin on the south side of Congaree Road, thence S. 43-40 E. 294 feet to an iron pin; thence S. 62-37 W. 252.65 feet to an iron pin; thence N. 5-48 W. 338.55 feet to an iron pin; thence S. 81-52 E. 55.91 feet to the point of beginning, containing 1.029 acres.

This is the same property conveyed to the mortgagor by deed of Geneva Maddox Wanzer, on even date, and recorded in Deed Book 1142, page 839, RMC Office for Greenville County.

All that certain lot of land in Butler Township, Greenville County, State of South Carolina, having the following metes and bounds:

Beginning at a stake on the edge of Woods Lake Road, at corner of Gertrude Smith, and running thence with Gertrude Smith's line S. 11-06 W. 467.8 feet to iron pin in line of Heywood property; thence with Heywood line N. 62-30 E. 190.5 feet to stake in property formerly owned by John Henry Wood; thence with line of property formerly owned by John Henry Wood N. 6-00 W. 338.5 feet to iron pin in line of Heywood property; and thence with Heywood line N. 51-56 W. 56 feet to the beginning corner, containing ninety-three one-hundredths of an acre, being known as part of the Dilsey Ware land, and being a portion of the lot conveyed to Angus Pickett and Pearl Pickett by Frank Ware, Jr., by deed recorded in the RMC Office for Greenville County in Book 119, page 279.

This is the same property conveyed to the mortgagor by deed of Robert L. Rogers on even date, said deed to be recorded herewith, and recorded in Deed Book _____, page _____, RMC Office for Greenville County.

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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