

RECORDED
JUL 11 '81
S. C.
ASLEY

MORTGAGE

BOOK 1545 PAGE 813

THIS MORTGAGE is made this 1st day of July 19. 81, between the Mortgagor, L. P. Martin (herein "Borrower"), and the Mortgagee, Southern Bank & Trust Company, a corporation organized and existing under the laws of South Carolina, whose address is 306 East North Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-five Thousand and No/100 (\$35,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 1, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1, 1986;

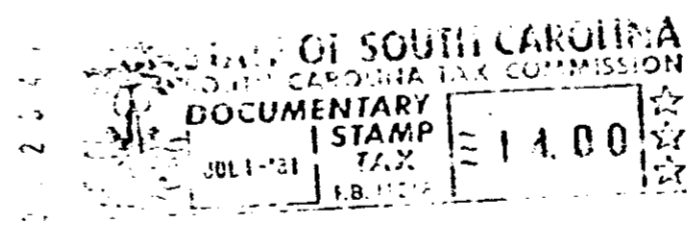
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville State of South Carolina:

BEGINNING at an iron pin in the Northern line of the right-of-way of U. S. Highway 123, 100 feet from the intersection of Highway 123, and an improved county road and running thence with the Northern side of the right-of-way of Highway 123, 230 feet to a pin; thence in a Northwesterly direction in a line perpendicular to the right-of-way of Highway 123, 100 feet, more or less, to a point on the Southern side of right-of-way of Harris Street; thence with the Southern side of Harris Street, S. 79-26 W., 106 feet, more or less, to a pin; thence continuing with the Southern side of Harris Street, N. 86-18 E., 124.5 feet to a pin; thence S. 5-33 E., 43.7 feet to the point of beginning.

This is a portion of the same property conveyed to the mortgagor by deed recorded in the R.M.C. Office for Greenville County in Deed Book 399, at page 152, grantor- S. C. State Highway Commission, recorded December 31, 1949. There is located upon the property a filling station and two brick store buildings and this mortgage is executed subject to certain leases.

This is a second mortgage and constitutes a junior lien to that mortgage recorded in Mortgage Book 1338, page 698, from L. P. Martin to the Southern Bank & Trust Company in the original amount of \$25,000.00.

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which has the address of U. S. Highway 123 Greenville, S. C. 29611 (herein "Property Address");

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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