

State of South Carolina

1552 514

Mortgage of Real Estate



County of GREENVILLE

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RECORDED
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DONNIE TANNERSLEY
REC

THIS MORTGAGE made this 3rd day of September, 1981

by George R. Fain, Jr. and Marilyn B. Fain

(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

WITNESSETH:

THAT WHEREAS, George R. Fain, Jr. and Marilyn B. Fain is indebted to Mortgagee in the maximum principal sum of Twenty Eight Thousand and No/100 Dollars (\$ 28,000.00), which indebtedness is evidenced by the Note of George R. Fain, Jr. and Marilyn B. Fain 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 \$ 28,000.00, 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 lot of land situate, lying and being in the State of South Carolina, County of Greenville, on the southern side of Merrifield Court, being shown and designated as Lot No. 103 on a plat entitled "Final Plat Revised, Map # 1, Foxcroft, Section II", recorded in the R.M.C. Office for Greenville County in Plat Book 4N, Pages 36 and 37, reference to which is craved for a more complete description thereof.

This is the same property conveyed to the mortgagors by deed of Robert S. Galloway, Jr. and Frank P. Hammond as Trustees for M.I., Inc., Paul T. H. McIver, and R. E. Houston, Jr., under Trust Agreement dated October 2, 1980, recorded in the R.M.C. Office for Greenville County on March 12, 1981, in Deed Book 1144, Page 206.

~~THIS MORTGAGE IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE NOTE REFERRED TO ABOVE AND IN THE DEED REFERRED TO ABOVE.~~

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STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
15%
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SEP 11 1981

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or pertaining 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):

COCCI

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