

State of South Carolina

FILED
GREGORY CO. S. C.

BOOK 1558 PAGE 91

Mortgage of Real Estate



County of

NOV 21 3 15 AM '81

JOHN W. AMERSLEY

THIS MORTGAGE made this 17th day of November, 1981.

by H. L. Butler & F. Harold Gillespie

(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, SC 29602

WITNESSETH:

THAT WHEREAS, H. L. Butler & F. Harold Gillespie is indebted to Mortgagee in the maximum principal sum of One Hundred Sixty Five Thousand & no/100 Dollars (\$ 165,000.00), which indebtedness is evidenced by the Note of Morgagors herein of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of 6 months which is May 17, 1982 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 that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, containing 2 acres, more or less, on Old Spartanburg Road, as shown on plat prepared by Freeland & Associates, dated August 25, 1980, and having, according to said plat, the following metes and bounds to-wit:

BEGINNING at an iron pin on Old Spartanburg Road and running thence with property now or formerly of Luther Gaines, N. 42-26 W., 148.9 feet to an iron pin; thence N. 15-03 W., 193.3 feet to an old iron pin; thence turning and running with property now or formerly of Bessie & Dillard James, N. 72-20 E., 149.3 feet to an old iron pin; thence N. 33-34 E., 122.7 feet to an iron pin; thence turning and running with property belonging to Thomas E. and Linda C. Bradley, S. 57-00 E., 143.1 feet to an iron pin; thence N. 34-19 E., 15.3 feet to an iron pin; thence S. 55-22 E., 66.5 feet to an iron pin on Old Spartanburg Road; thence with said Road S. 34-21 W., 224.4 feet to an iron pin; thence continuing with said Road, S. 36-42 W., 194.2 feet to an iron pin, the point of beginning.

This being the identical property conveyed to H. L. Butler by Deed of Thomas E. Bradley and Linda C. Bradley, recorded August 17, 1981 in Deed Book 1153 at Page 671, and by deed of M. E. Durham recorded October 7, 1981 in Deed Book 1156 at Page 438; conveyed to F. Harold Gillespie by Deed of H. L. Butler recorded October 7, 1981 in Deed Book 1156 at Page 437.

This mortgage is second and junior in lien to that certain mortgage in favor of Southern Bank & Trust Co., recorded August 17, 1981 in REM Book 1550 at Page 143, having a present balance of \$104,632.88.

STATE OF SOUTH CAROLINA
DOCUMENTARY
NOV 21 1981
STAMP
\$ 165,000.00

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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