

State of South Carolina

AUG 25 12 01 PM '82

Mortgage of Real Estate



County of GREENVILLE

DONNIE S TANKERSLEY
R.M.C.

THIS MORTGAGE made this 24 day of August, 19 82,

by ROOSEVELT HEIGHTS, INC., a South Carolina Corporation

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

(hereinafter referred to as "Mortgagee"), whose address is Post Office Box 1329,

Greenville, South Carolina 29602

WITNESSETH:

THAT WHEREAS, ROOSEVELT HEIGHTS, INC.

is indebted to Mortgagee in the maximum principal sum of One Million Two Hundred Eight Thousand Ninety-Four and No/100 Dollars (\$1,208,094.00), Which indebtedness is evidenced by the Note of ROOSEVELT HEIGHTS, INC. in a like amount of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note, (the final maturity of September 1, 1998 or upon demand after the date hereof) the terms of said Note and any agreement modifying it are incorporated herein by reference. **unless there is a prior demand for payment of same**

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 \$ 1,208,094.00 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 those five (5) pieces, parcels and tracts of land, together with all improvements thereon, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina being shown and designated as parcels containing 3.80 acres, 2.35 acres, 4.07 acres, 0.44 acres and 0.38 acres respectively on a Plat made by Piedmont Engineering Service, September 19, 1949 of Property of Roosevelt Heights, Greenville, South Carolina dated September 19, 1949 and recorded in the R. M. C. Office for Greenville County in Plat Book W at page 95.

(See Exhibit "A" for a more detailed description of subject Premises).

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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