

State of South Carolina)
County of GREENVILLE)

FILED
GREENVILLE CO. S.C.
Mortgage
MAR 30 2 43 PM '83

BOOK 1599 PAGE 76

Words Used In This Document

- (A) Mortgage—This document, which is dated March 30 DONNIE S. LAWKERSLEY, 19 83, will be called the "Mortgage".
R.M.C.
- (B) Mortgagor—Marcia R. Brucke will sometimes be called "Mortgagor" and sometimes simply "I", "Me", "my", "mine", "myself", and "us" refer to the Mortgagor.
- (C) Lender—The South Carolina National Bank will be called "Lender" and sometimes simply "you". "Your" and "yours" refer to Lender. Lender is a national banking association which was formed and which exists under the laws of the United States of America.

Lender's address is Main Street, Greenville, SC

- (D) Note—The note, note agreement, or loan agreement signed by Brucke Mechanical Contractors, Inc. (BMC) dated March 30, 19 83 will be called the "Note". The Note shows that I have promised to pay Lender BMC

Ten Thousand Dollars plus finance charges or interest at the rate of 12 % per year

_____ Dollars plus a finance charge of _____ Dollars

which I have promised to pay in full by October 3, 1983

If this box is checked, finance charges or interest under the Note will be deferred, accrued, or capitalized.

- (E) Property—The property that is described below in the section entitled "Description Of The Property" will be called the "Property".

My Transfer To You Of Rights In The Property ^{BMC}

On this date, because you loaned ~~me~~ ^{BMC} the money for which ~~I~~ ^{BMC} gave you the Note, I mortgage, grant and convey the Property to you, your successors and assigns, subject to the terms of this Mortgage. This means that by signing this Mortgage, I am giving you those rights that are stated in this Mortgage and also those rights that the law gives to lenders who hold mortgages on real property. I am giving you these rights to protect you from possible losses that might result if ~~I~~ ^{BMC} fail to:

- (A) Pay all the amounts that ~~I~~ ^{BMC} owe you as stated in the Note and any future advances made under Paragraph 17 of this Mortgage.
- (B) Pay, with interest or finance charges, any amounts that you spend under this Mortgage to protect the value of the Property and your rights in the Property.
- (C) Keep all of ~~my~~ ^{BMC} other promises and agreements under the Note and/or this Mortgage.

This Mortgage secures any renewals, extensions, and/or modifications of the Note.

Description Of The Property

- (A) The Property which I mortgage, grant, and convey to you, your successors and assigns, is located in Greenville County and has the following legal description:

ALL that certain piece, parcel, or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being the southernmost portion of a 5.42 acre tract shown on a survey prepared for Billy J. and Marcia R. Brucke by W. R. Williams, Jr., Surveyor, dated August 20, 1979, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on Brown Drive joint corner of subject property with property now or formerly owned by Lister and running thence N 37-05 E 150 feet to a point; thence S 46-41 E approximately 262 feet to a point on Brown Drive; thence along the curve of Brown Drive S 77-17 W approximately 50 feet, N 84-30 W 92.1 feet, N 66-27 W 92.1 feet, and N 57-28 W 50 feet to the point of beginning.

DERIVATION: This being a portion of the same property being conveyed to Mortgagor by Deed of Boyd C. and Sybil L. Lister as recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1149, Page 996, on June 16, 1981.

This Mortgage is junior and second in lien to that certain Note and Mortgage given to Boyd C. Lister and Sybil L. Lister as recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 1544, Page 265, on June 16, 1981.

The above named Mortgagor is entering into this Mortgage to secure a loan made to Brucke Mechanical Contractors, Inc., it being understood that Lender is making said loan in consideration of the execution this Mortgage and it is further understood and agreed that Lender may look to the property described above, together with any improvements thereon, in full satisfaction of said Note.

The Property also includes the following:

- (B) All buildings and other improvements that are located on the property described in paragraph (A) of this section;
- (C) All rights in other property I have as owner of the property described in paragraph (A) of this section. These rights are known as "easements, rights and appurtenances attached to the property";
- (D) All rents or royalties from the property described in paragraph (A) of this section;
- (E) All mineral, oil and gas rights and profits, water, water rights and water stock that are part of the property described in paragraph (A) of this section;
- (F) All rights that I have in the land which lies in the streets or roads in front of, or next to, the property described in paragraph (A) of this section;
- (G) All fixtures that are now or in the future will be on the property described in paragraphs (A) and (B) of this section, and, to the extent allowed by law, all replacements of and additions to those fixtures;
- (H) All of the rights and property described in paragraphs (B) through (F) of this section that I acquire in the future; and
- (I) All replacements of and/or additions to the property described in paragraphs (B) through (F) and paragraph (H) of this section.

You, your successors and assigns, are to have and to hold the Property, subject to the terms of this Mortgage.

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