

GADDY & DAVENPORT, PA. ATTORNEYS AT LAW

Mortgage of Real Estate

State of South Carolina
County of

THIS MORTGAGE is dated

GREENVILLE, S.C.
APR 13 1983

THE "MORTGAGOR" referred to in this Mortgage is William M. Martin and Ann H. Martin,

whose address is 126 Laurens Road, Greenville, South Carolina 29607

THE "MORTGAGEE" is THE PALMETTO BANK,

whose address is P. O. Box 5473, Greenville, S.C. 29606

THE "NOTE" is a note from William M. Martin and Ann H. Martin

to Mortgagee in the amount of \$ 10,000.00 dated April 13, 19 83. The Note and any documents renewing, extending or modifying it and any notes evidencing future advances are all referred to as the "Note" and are considered to be a part of this Mortgage. The final maturity of the Note is July 12, 19 83. The amount of debt secured by this Mortgage, including the outstanding amount of the Note and all Future Advances under paragraph 13 below, shall at no time exceed \$ 10,000.00, plus interest, attorneys' fees not to exceed fifteen (15%) per cent of the unpaid debt, and court costs incurred in collection of amounts due hereunder, and Expenditures by Mortgagee under paragraph 5 below. Interest under the Note will be deferred, accrued or capitalized, but Mortgagee shall not be required to defer, accrue or capitalize any interest except as provided in the Note.

THIS MORTGAGE is given to secure to Mortgagee the repayment of the following amounts, with interest: (a) the indebtedness evidenced by the Note, (b) any Future Advances made under paragraph 13 below, (c) Expenditures by Mortgagee under paragraph 5 below, and (d) attorneys' fees, court costs and other amounts which may be due under the Note and this Mortgage. In consideration of the above indebtedness and for other valuable consideration which Mortgagor acknowledges receiving, Mortgagor does hereby mortgage, grant and convey to Mortgagee, and the Mortgagee's heirs, 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 City and County of Greenville, State of South Carolina, designated as the northern portion of Lot Number Two (2), Section F, on a plat of Stone Land Company property, recorded in the R.M.C. Office for Greenville County in Plat Book A at pages 336-345, as replatted in Plat Book K at pages 227-278, and being shown in the Greenville County Auditor's Office on Sheet 35, Block 3 as Lot Number 7, and having the following metes and bounds, to-wit:

BEGINNING at a stake on the south side of Garraux Street, at the joint corners of Lots 1 and 2, Section F, and running thence along the south side of Garraux Street, S. 66-15 E. 64 feet 1-1/2 inches to a stake at the corner of Lot 3, Section F, thence along the line of Lot 3 in a southwesterly direction, approximately S. 18 W. 120 feet, more or less, to the corner of the southern portion of said Lot 2 heretofore conveyed by Grace E. Phillips to T. H. Cromer; thence along the line of that lot parallel with East Earle Street 64 feet 1-1/2 inches, more or less, to a stake in the line of Lot 1; thence along the line of Lot 1 in a northeasterly direction, approximately N. 18 E. 120 feet, more or less, to the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed from Pauline S. Ayers, dated March 30, 1983, to be recorded in the R.M.C. Office for Greenville County, South Carolina.

This is a second mortgage and junior in lien to that certain first purchase money mortgage given by the Mortgagors herein to Pauline S. Ayers dated April 13, 1983, recorded in the R.M.C. Office for Greenville County, South Carolina.

RECORDED IN THE R.M.C. OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA
APR 13 1983
STAMP 204 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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