

FILED
GREENVILLE S.C.
State of South Carolina)
APR 22 4 30 PM '83
County of Greenville)
NORRIS S. WILKINSLEY
R.M.C.

BOOK 1603 PAGE 337

Mortgage of Real Estate



THIS MORTGAGE made this 22nd day of April, 1983

by James C. Morton, Jr. and Susan P. Morton

(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, S.C. 29602

WITNESSETH:

THAT WHEREAS, James C. Morton, Jr. and Susan P. Morton is indebted to Mortgagee in the maximum principal sum of Eighteen Thousand and no/100 Dollars (\$ 18,000.00), Which indebtedness is evidenced by the Note of James C. Morton, Jr. and Susan P. Morton of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note. (the final maturity of which is three years after the date hereof) the terms of said Note and any agreement modifying it are incorporated herein by reference.

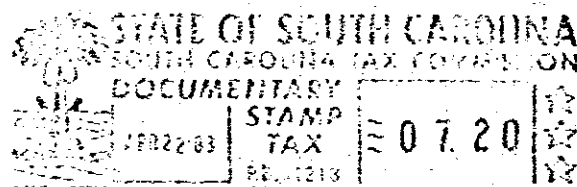
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate 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 the buildings and improvements thereon, situate, lying and being with the northeasterly intersection of Red Fox Trail and Hillsborough Drive, near the City of Greenville, S.C., being known and designated as Lot No. 9 on plat entitled "Final Plat Revised, Map No. 2, Foxcroft, Section II" as recorded in the R.M.C. Office for Greenville County in Plat Book 4-N at Pages 36 and 37, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the northeasterly side of Red Fox Trail, said pin being the joint front corner of Lots 9 and 10 and running thence with the common line of said Lots, N. 68-03 E. 186.1 feet to an iron pin; thence S. 16-22 E. 195.8 feet to an iron pin on the northerly side of Red Fox Trail; thence with the northerly side of Red Fox Trail, the following courses and distances; N. 84-04 W 52.8 feet; thence N. 80-19 W. 110.7 feet; thence N. 53-20 W. 44.5 feet; thence N. 26-20 W. 14.3 feet; thence N. 23-50 W. 60 feet to an iron pin, the point of beginning.

This being the same property conveyed to the Mortgagor herein by deed of Ernest R. Anderson and Deena M. Anderson, dated and recorded April 8, 1976 in Deed Book 1034, at page 380.

This Mortgage being a Second Mortgage and junior in rank to that certain Mortgage held by American Federal, dated December 6, 1973 and recorded December 7, 1973 in Mortgage Book 1297, at page 43. Said Mortgage having been assumed by James C. Morton, Jr. and Susan P. Morton in Mortgage Book 1364, at page 437 and having an approximate current principal balance of \$40,299.27.



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);

GCTO
-----3
APR 22 83
060

4.00(CD)