

State of South Carolina

50041613 188531



Mortgage of Real Estate

County of GREENVILLE

JUN 23 1983

THIS MORTGAGE made this 28th day of June, 1983

by MARK J. SMITH and DONNA N. SMITH

(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, MARK J. SMITH and DONNA N. SMITH is indebted to Mortgagee in the maximum principal sum of One Hundred Eight Thousand Three Hundred and no/100 Dollars (\$ 108,300.00 ). Which indebtedness is evidenced by the Note of MARK J. SMITH and DONNA N. SMITH of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note, (the final maturity of Dec. 25, 1983 which is 180 days from date after the date hereof) the terms of said Note and any agreement modifying 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 \$ 108,300.00, 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 that certain piece, parcel or lot of land, situate on the southerly side of Old Salem Avenue, in the County of Greenville, State of South Carolina being shown as Lot No. 25 on a plat of Deerfield Subdivision, Section One, prepared by Freeland and Associates, recorded in Plat Book 8-P at Page 14 in the Office of the RMC For Greenville County and having according to said plat, the following metes and bounds, to-wit: BEGINNING at an iron pin on the southerly side of Old Salem Avenue at the joint front corner of Lot 24 and Lot 25 and running thence with Lot 24 S. 25-37 W. 180 feet to an iron pin at the joint rear corner of Lot 13 and Lot 16; thence with Lot 16 S. 14-09 E. 90.0 feet to an iron pin at the joint rear corner of Lot 29 and Lot 30; thence with Lot 29 and Lot 28 S. 69-05 E. 158.41 feet to an iron pin; thence N. 40-14 E. 84.21 feet to an iron pin; thence N. 58-45 E. 76.44 feet to an iron pin; thence N. 76-26 E. 35.88 feet to an iron pin; thence N. 10-34 E. 79.83 feet to an iron pin at the joint rear corner of Lot 22 and Lot 25; thence with Lot 22 N. 56-14 W. 238.48 feet to an iron pin at the joint front corner of Lot 22 and Lot 25; thence S. 74-22 W. 65.50 feet to the point of beginning.

This being the same property conveyd to Mortgagors herein by deed of Mae Belle Esco Fant and Janice Fant Gilmore dated February 15, 1983 and recorded in the RMC Office for Greenville County, South Carolina on February 23, 1983 in Deed Book 1182 at Page 984.

This conveyance is subject to any and all existing easements, rights-of-way, zoning ordinances and restrictions or protective covenants that may appear of record or on the premises.

400 3 46101A01

STATE OF SOUTH CAROLINA DOCUMENTARY TAX STAMP 4332

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):

LOVE, HODGENTON, ARNOLD & THOMASON 298394 DEEDS, BK 1182 PAGE 984

0534

4328-112