County of GREENVILLE

July 1,

THIS MORTGAGE is dated __

are THE "MORTGAGORS referred to in this Mortgage RUSSELL E. BALLENTINE, TEE H. BALLENTINE, WILLIAM M. MARTIN AND ANN H. MARTIN.

whose address is c/o The Henderson Company, 126 Laurens Road, Greenville, S.G., 29607.

THE "MORTGAGEE" is THE PALMETTO BANK, P. O. Box 5473, Greenville, South Carolina, 29606.

WINDSH WHOMENERIES

RUSSELL E. BALLENTINE, TEE H. BALLENTINE, WILLIAM M. MARTIN, THE "NOTE" is a note from AND ANN H. MARTIN, ----to Mortgagee in the amount of \$ 30,000.00 dated ___July 1, _______ 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 <u>September 29</u>, 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 \$ $\frac{30,000.00}{}$ _ , 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 piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, in Ward Six of the City of Greenville, and known as lot shown on a plat made by Dalton & Neves, and recorded in Plat Book E, at Page 89, and being more particularly described as follows:

BEGINNING at an iron fence post at corner of University and Howe Streets and running thence with Howe Street, S. 21-11 W., 92.5 feet to an iron pipe; thence N. 70-24 W., 135.1 feet to X on wall; thence N. 36-00 E., 15.7 feet to corner; thence S. 57-37 E., 19.7 feet to fence post; thence N. 36-26 E., 10.7 feet to corner; thence S. 51-52 E., 11.8 feet to corner; thence S. 66-32 E., 25 feet to fence post; thence N. 38-30 E., 100.2 feet to iron fence post on University Street; thence with said street, S. 49-48 E., 46.8 feet to beginning corner.

AND ALSO:

ALL that piece, parcel or lot of land in State, City, Township and County aforesaid, in Ward Six of the City of Greenville, on the south side of University Street, and having the following metes and bounds, to wit:

BEGINNING at an iron fence post on the southwest side of University Street and on the line of property of J. D. Bridges, and running thence along the southwest line of University Street, N. 49-52 W., 36.5 feet to an iron fence post on the line of J.C. Bailey property; thence along the line of J.C. Bailey property, S. 37-50 W., 107.8 feet to a point, corner of a coal house on line of J. D. Bridges; thence along the line of the J. D. Bridges property S. 51-12 E., 11.7 feet to a point at corner of coal house and fence; thence along the line of said J. D. Bridges property S. 66-35 E., 25.2 feet to a point on a wood fence; thence along the said J. D. Bridges line N. 38-12 E., 100.3 feet to point of BEGINNING.

This being the same identical properties conveyed unto the Mortgagors herein by deed of Harry de Jong, dated April 15, 1983, recorded May 5, 1983, in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1187, ĭat Page 723.

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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);

A CONTRACTOR OF THE PARTY OF TH