State of South Carolina

Mortgage of Real Estate

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County of GREENVILLE

<u>September</u> THIS MORTGAGE made this. by TANNER CORP

(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:

TANNER CORP. THAT WHEREAS. is indebted to Mortgagee in the maximum principal sum of ONE HUNDRED TEN THOUSAND AND NO/100---TANNER CORP. evidenced by the Note of __ date herewith, said principal (plus interest thereon) being payable as provided for in said Note, (the final maturity of ____ after the date hereof) the terms of said Note and any agreement modifying it which is one year 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 § 110,000,00-----, 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, lying and being in Butler Township, County of Greenville, State of South Carolina, being shown and designated as Lot No. 7 on plat of OAK CREEK Subdivision made by Freeland and Associates on April 13, 1981, and recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book 8P at Page 31, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southern side of Oak Creek Lane at the joint front corner of Lots Nos. 6 and 7 and running thence between said lots S. 0-30 W. 394.59 feet to an iron pin; thence N. 77-49 W. 300 feet to an iron pin; thence N. 12-11 E. 401.40 feet to an iron pin on Oak Creek Lane; thence with said Lane S. 77-49 E. 194.07 feet to an iron pin; thence with said Lane S. 47-50 E. 30 feet to an iron pin, the point of beginning.

This is a portion of the property conveyed to Tanner Corp. by deed from F. H. Gillespie dated July 31, 1981, and recorded in the R.M.C. Office for Greenville County, S. C., in Deed Book 1153 at Page 199 on August 7, 1981.

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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);