

State of South Carolina

BOOK 1527 PAGE 842
Mortgage of Real Estate



County of GREENVILLE

GREENVILLE

THIS MORTGAGE made this 28th day of September, 1983.

by Townes B. Johnson Company, Inc.

(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, SC 29602

WITNESSETH:

THAT WHEREAS, Townes B. Johnson Company, Inc. is indebted to Mortgagee in the maximum principal sum of Fifteen Thousand Five Hundred and No/100 Dollars (\$ 15,500.00), which indebtedness is evidenced by the Note of Townes B. Johnson Company, Inc. of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is March 26, 1984 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 \$ 15,500.00, 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 on the southeastern side of Atherton Way, in the County of Greenville, State of South Carolina, being known and designated as Lot No. 75 on plat entitled "Devenger Pointe", prepared by Dalton & Neves, dated March, 1983 and recorded in the RMC Office for Greenville County, S. C. in Plat Book 9F, at Page 59, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the southeastern side of Atherton Way at the joint front corner of Lots Nos. 75 and 76 and running thence with the line of Lot No. 76, S. 57-01 E. 140 feet to an iron pin in the line of Lot No. 74; thence with the line of Lot No. 74, S. 32-59 W. 100 feet to an iron pin on the eastern side of Devenhill Court; thence with the eastern side of Devenhill Court, the following courses and distances: N. 57-01 W. 115 feet to an iron pin; thence N. 12-01 W. 35.35 feet to an iron pin on the southeastern side of Atherton Way; thence with the southeastern side of Atherton Way, N. 32-59 E. 75 feet to the point of beginning.

This is the identical property conveyed to the Mortgagor herein by deed to Devenger Property Associates, A South Carolina General Partnership, dated September 2, 1983 and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1196, at Page 148 on September 12, 1983.

RECORDED IN THE RMC OFFICE FOR GREENVILLE COUNTY, S. C. ON SEPTEMBER 28, 1983. BOOK 1527 PAGE 842

400 3

21A01

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);

3
4
8
0

1328-112