

State of South Carolina

FILED
GREENVILLE S.C.

Mortgage of Real Estate



County of GREENVILLE

OCT 20 2 56 PM '83

THIS MORTGAGE made this 20th day of OCTOBER, 1983

by Kenneth D. Agnew and Deborah A. Agnew

(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,

South Carolina, 29602

WITNESSETH:

THAT WHEREAS, Kenneth D. Agnew and Deborah A. Agnew is indebted to Mortgagee in the maximum principal sum of One Hundred Fifty Thousand Seven Hundred Eighty-five and No/100 Dollars (\$ 150,785.00), Which indebtedness is evidenced by the Note of Ayers Leather Shop, Inc. of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note, (the final maturity of Oct. 15, 1984 which is approximately 12 months 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 \$ 150,785.00, 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 lying, situate and being in the County of Greenville, State of South Carolina, in the Town of Fountain Inn on the north side of Main Street, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Main Street, corner of Lot now or formerly owned by Ralph Hughes and running thence with the line of Hughes Lot N. 27 1/2 E. 433 feet to an iron pin; thence N. 60 1/2 W. 60 feet to an iron pin; thence S. 27 1/2 E. 433 feet to an iron pin on Main Street; thence with said Main Street S. 60 1/2 W. 60 feet to beginning, bounded by lands now or formerly of Ralph Hughes, J. B. Gault, J. A. Thomason and Main Street or Greenville-Laurens Road.

ALSO:

All that certain piece, parcel or lot of land lying, situate and being in the County of Greenville, State of South Carolina, in or near the Town of Fountain Inn, and more fully described as follows:

BEGINNING at a stake on the northeast side of Main Street, at corner of property now or formerly of Babe Gault and Mrs. Maude Mahaffey, and running thence along Main Street N. 60-40 W. 85 feet to a stake; thence N. 31-15 E. 150 feet to a stake; thence S. 60-40 E. 85 feet to a stake on property now or formerly of said Mahaffey; thence along said line S. 31-15 W. 150 feet to beginning corner.

This being the same property conveyed to the Mortgagors by deed of Frank P. McGowan, Jr., as Master in Equity for Greenville County, dated April 24, 1980 and recorded on same date in the RMC Office for Greenville County, South Carolina in Deed Book 1124 at Page 581.

*(Continued)

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);

4.0101

0604

1328 RV-2