

State of South Carolina

FILED
GREENVILLE

Mortgage of Real Estate



County of GREENVILLE

OCT 26 2 56 PM '83

THIS MORTGAGE made this 20th day of October, 19 83

by Kenneth Dean 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 Dean 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 piece, parcel or lot of land, together with all buildings and
improvements, situate, lying and being on the northeastern side of Park
Avenue, in the City of Greenville, Greenville County, South Carolina,
being shown and designated as Lot No. 28 on a plat of the PROPERTY OF
W. C. CLEVELAND, made by R. E. Dalton, Engineer, dated March 14, 1910,
revised September, 1913, recorded in the RMC Office for Greenville
County, South Carolina, in Plat Book B, page 11 reference to which is
hereby craved for the metes and bounds thereof, said lot being 70 feet
wide and 172.5 feet deep, bounded on the northeastern side by a 15 foot
alley.

This being the same property conveyed to the Mortgagor by deed of Amelia
Moss Mann (by her attorney in fact, Margaret Mann Cromer) and Margaret
Mann Cromer, individually, dated April 23, 1976 and recorded on April 26,
1976 in the RMC Office for Greenville County, South Carolina in Deed
Book 1035 at Page 227.

Kenneth Dean Agnew gives this mortgage to accommodate his wife, Deborah
Ayers Agnew, who has given her personal guaranty to secure a promissory
note executed by Ayers Leather Shop, Inc. in favor of Southern Bank &
Trust Company dated October 20, 1983 in the principal sum of \$150,785.00.
The said Mortgagor, Kenneth Dean Agnew, joins in the execution of the within
mortgage freely, voluntarily and without any compulsion, dread or fear of any
person or persons whatsoever, realizing he has no personal liability for note.

This mortgage is junior in lien to that certain mortgage given by the Mortgagor
herein to Collateral Investment Company dated April 26, 1976, recorded April 26,
1976 in the RMC Office for Greenville County, South Carolina in Mortgage Book
1365 at Page 810. The original principal amount of said mortgage being
\$48,000.00.

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);

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