

FILED  
GREENVILLE CO. S. C.

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State of South Carolina

60th DISTRICT  
SOUTH CAROLINA  
R.H.C.

Mortgage of Real Estate



County of GREENVILLE

THIS MORTGAGE made this 3rd day of November, 1983,

by JAMES H. MORGAN and MARGARET O. MORGAN

(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, James H. Morgan and Margaret O. Morgan is indebted to Mortgagee in the maximum principal sum of Sixty-Three Thousand and No/100----- Dollars (\$ 63,000.00--), which indebtedness is evidenced by the Note of James H. Morgan and Margaret O. Morgan of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note, (the final maturity of June 1, 1984, which is 213 days 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 \$ 63,000.00, 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 piece, parcel or tract of land, containing 2.81 acres, with improvements thereon, situate, lying and being on the northern side of Byrd Boulevard, in the City of Greenville, County of Greenville, State of South Carolina, and being shown and designated as Lots Nos. 292, 293, 231, 232, 233, 234, and part Lot No. 230 as shown on plat entitled "Property of Douglas N. Kelly", dated November 26, 1979, and recorded in the RMC Office for Greenville County, S. C. in Plat Book 7-Q, at Page 58, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin at the northwestern corner of the intersection of Byrd Boulevard and Rock Creek Drive, and running thence with the northern side of Byrd Boulevard, the following courses and distances: N. 75-25 W. 103.9 feet to an iron pin; thence N. 63-05 W. 276.3 feet to an iron pin on the northern side of Byrd Boulevard; thence a new line through Lot No. 230, N. 26-39 E. 193.7 feet to an iron pin in the line of Lot No. 235; thence with the line of Lot No. 235, S. 58-10 E. 65.1 feet to an iron pin; thence with the line of Lots Nos. 235 through 239, N. 62-34 E. 297.6 feet to an iron pin at the joint rear corner of Lot No. 291; thence with the line of Lot No. 291, S. 28-05 E. 245.3 feet to an iron pin on the western side of Rock Creek Drive; thence with the western side of Rock Creek Drive, the following courses and distances: S. 56-16 W. 120.3 feet to an iron pin; thence S. 30-37 W. 83.3 feet to an iron pin; thence S. 24-12 W. 79.2 feet to the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Douglas N. Kelly and Janet M. Kelly, dated February 18, 1981, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1143, at Page 67, on February 20, 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):

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