

State of South Carolina

FILED
GREENVILLE S.C.

VOL 1638 PAGE 430

5

County of Greenville

JOHN R. M.C. WATKINS

Mortgage of Real Estate

THIS MORTGAGE made this 29th day of November, 1983

by JOHN MOYLAN and CHRISTINE R. MOYLAN

(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.

WITNESSETH:

THAT WHEREAS John Moylan and Christine R. Moylan is indebted to Mortgagee in the maximum principal sum of Fifteen Thousand and No/100 Dollars (\$15,000.00). Which indebtedness is evidenced by the Note of John Moylan and Christine R. Moylan of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note. (the final maturity of 12/1/93 which is 120 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 \$15,000.00 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, with the buildings and improvements thereon, situate, lying and being on the northwesterly side of Terrain Drive, near the City of Greenville, in the County of Greenville, State of South Carolina, being known and designated as Lot No. 22 as shown on plat of Part Two of Fairway Acres, dated April 26, 1970, and recorded in the RMC Office for Greenville County, S. C. in Plat Book 4F, at Page 43, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the northwesterly side of Terrain Drive, said iron pin being the joint front corner of Lots Nos. 22 and 23, and running thence with the northwesterly side of Terrain Drive, S. 56-04 W. 200 feet to an iron pin at the joint front corner of Lots Nos. 21 and 22; thence with the common line of said lots, N. 34-39 W. 186.3 feet to an iron pin at the joint rear corner of Lots Nos. 21 and 22; thence N. 62-08 E. 200 feet to an iron pin at the joint rear corner of Lots Nos. 22 and 23; thence with the common line of said lots, S. 35-03 E. 165.1 feet to the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Kermit D. Williams and Gerri D. Williams, dated September 4, 1974, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1006, at Page 454, on September 9, 1974.

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).

0439

1328-11-2