

State of South Carolina

County of Greenville

GREENVILLE COUNTY S.C.
DEC 15 11 12 AM '83
DONNIE S. RAMSLEY

Mortgage of Real Estate



THIS MORTGAGE made this 14th day of December, 1983

by Richard Lee Finley

(hereinafter referred to as "Mortgagor") and given to SOUTHERN BANK & TRUST CO.

(hereinafter referred to as "Mortgagee"), whose address is P.O. Box 404, Easley, South Carolina

WITNESSETH:

THAT WHEREAS, I, Richard Lee Finley is indebted to Mortgagee in the maximum principal sum of Thirty Thousand and no/100 Dollars (\$ 30,000.00), Which indebtedness is evidenced by the Note of Richard Lee Finley of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note, (the final maturity of which is 365 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 \$ 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 tract of land situate, lying and being in the State of South Carolina, County of Greenville, located on the Southeast side of S.C. Highway 253 and being more particularly described according to plat prepared by Robert R. Spearman, Surveyor, dated December 13, 1983, and recorded in Plat Book 10-G at Page 3 in the R.M.C. Office for Greenville County, S.C. and according to said plat being more particularly described as having the following measurements and boundaries, to-wit:

BEGINNING at the Northeast corner of the herein described tract on the Southeast side of S.C. Highway 253; thence running along the common line of the herein described tract and property now or formerly of Shaw and Case South 44-02 East 189.32 feet to a point; thence running along the common line of the herein described tract and property now or formerly of David A. Sizemore South 42-22 West 282.05 feet to a point; thence running along the line of property now or formerly of Hudgens North 48-34 West 100.9 feet to a point; thence running North 35-50 East 60.0 feet to a point; thence running North 48-50 West 119.46 feet to a point on the Southeast side of S.C. Highway 253; thence running along the Southeast side of said highway North 51-28 East 240.09 feet to the point of BEGINNING.

This property is subject to any and all easements and rights of way for roads, utilities, drainage, etc. as may appear of record and/or on the premises and to any covenants, restrictions or zoning ordinances affecting such property as appear of record.

This property is the same conveyed to Mortgagor herein by deed from David A. Sizemore dated December 14, 1983, and recorded in the office of the R.M.C. for Greenville County, S.C. in Deed Book 1202 at Page 596, and by deed from Clyde E. Chapman dated December 14, 1983 and recorded in Deed Book 1202 at Page 598 in the Office of the R.M.C. for Greenville County, S.C.

RECORDED
10/16/83 1304

RECORDED
10/16/83 1304

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).

0.25

1328 W.2