

State of South Carolina

GREENVILLE S.C.

Mortgage of Real Estate



County of GREENVILLE

THIS MORTGAGE made this 20th day of DECEMBER, 1983

by C & R Properties, a General Partnership

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

(hereinafter referred to as "Mortgagee"), whose address is Post Office Box 1329, Greenville, SC 29602

WITNESSETH

THAT WHEREAS, C & R Properties, a General Partnership is indebted to Mortgagee in the maximum principal sum of Seventy-seven Thousand and 00/100 Dollars (\$77,000.00). Which indebtedness is evidenced by the Note of C & R Properties, a General Partnership of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note. (the final maturity of 1996 which is twelve years 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 \$-0- 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, together with improvements thereon, situate, lying and being on the westerly side of Lavinia Avenue and on the easterly side of Academy Street, in the City of Greenville, County of Greenville, State of South Carolina, being a portion of the Rowley Place, and being also shown on a plat of the Property of Thomas C. Brissey, dated August 15, 1973, prepared by Carolina Surveying Company, recorded in Plat Book 8-X at Page 13 in the R.M.C. Office for Greenville County, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Lavinia Avenue at the joint front corner of Lots Nos. 16 and 17 and running thence with the joint line of said Lots, S. 76-17 W. 153.57 feet to the right-of-way of Academy Street; running thence with said right-of-way, N. 20-14 W. 59.8 feet to an iron pin in the side line of Lot No. 18; running thence with Lot No. 18, N. 76-17 E. 152.07 feet to an iron pin on the western side of Lavinia Avenue; running thence with the western side of said Avenue, S. 21-45 E. 60 feet to an iron pin, the point of beginning.

THIS conveyance is subject to all restrictions, setback lines, roadways, zoning ordinances easements and rights-of-way appearing on the property and/or of record.

THIS being the same property conveyed to the Mortgagors by deed of Robert D. and Mary I. Terrell on December 16, 1981 and recorded in the R.M.C. Office for Greenville County, South Carolina on December 16, 1981 in Deed Book 1159 at Page 545.

STATE OF SOUTH CAROLINA
DOCUMENTARY TAX
STAMP
TAX \$ 30.60

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).