

State of South Carolina

FILED
GREENVILLE COUNTY S.C.
FEB 6 4 03 PM '84
JONAS W. BARLEY
R.M.C.

Mortgage of Real Estate



County of GREENVILLE

THIS MORTGAGE made this 6th day of February, 1984,

by Charles G. Smith and Vera G. Smith

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

(hereinafter referred to as "Mortgagee"), whose address is 306 Castlewood Drive, Greenville, SC 29615

WITNESSETH:

THAT WHEREAS, Charles G. Smith is indebted to Mortgagee in the maximum principal sum of Sixty-eight Thousand Five Hundred and no/100----- Dollars (\$68,500.00), Which indebtedness is evidenced by the Note of Charles G. Smith of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note, (the final maturity of June 5, 1984 which is 120 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 \$68,500.00, 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, located, lying and being in the County and City of Greenville, State of South Carolina, being known and designated as Lot No. 3 as shown on plat entitled "Collins Creek, Section One", dated July 30, 1979, prepared by C. O. Riddle, Surveyor, recorded in the Greenville County RMC Office in Plat Book 7-C at Pages 56 and 57, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the Northwestern side of the right-of-way of East Parkins Mill Road at the joint front corner of the within lot and Lot No. 2 and running thence, along said right-of-way S. 64-50 W., 150.0 feet to a point at the joint front corner of the within lot and Lot No. 4; thence, running along the joint line of said lots N. 25-10 W., 210.97 feet to a point; thence running N. 30-37 E., 69.42 feet to a point; thence, running N. 64-50 E., 92.59 feet to a point at the joint rear corner of the within lot and Lot No. 2; thence, running along the joint line of said lots S. 25-10 E., 250.0 feet to a point at the joint front corner of the within lot and Lot No. 2, on the Northwestern side of the right-of-way of East Parkins Mill Road, the point and place of beginning.

This conveyance is made subject to all easements, conditions, covenants, restrictions and rights-of-way which are a matter of record and/or actually existing upon the ground affecting the above described property.

This is the same property conveyed to the mortgagors herein by deed of Cheney B. Rankin and Peggy G. Rankin by general warranty deed dated February 6, 1984 and recorded in Deed Book 1205 at Page 861 in the Greenville County RMC Office.

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STATE OF SOUTH CAROLINA
RECORDS AND DEEDS COMMISSION
DOCUMENTARY
FEB 6 1984
TAX \$ 27.40
FEB 12 1984

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);