

State of South Carolina

Mortgage of Real Estate



County of GREENVILLE

THIS MORTGAGE made this 6th day of April, 1984

by JAMES R. COLEY AND SANDRA H. COLEY

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

(hereinafter referred to as "Mortgagee"), whose address is 304 East North Street, P.O. Box 1329 Greenville, South Carolina 29602

WITNESSETH:

THAT WHEREAS, JAMES R. COLEY AND SANDRA H. COLEY is indebted to Mortgagee in the maximum principal sum of THIRTY-FIVE THOUSAND AND NO/100 (revolving Southern Equity Line) Dollars (\$ 35,000.00), Which indebtedness is evidenced by the Note/of James R. Coley and Sandra H. Coley of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note, which is 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 \$ 35,000.00, 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:

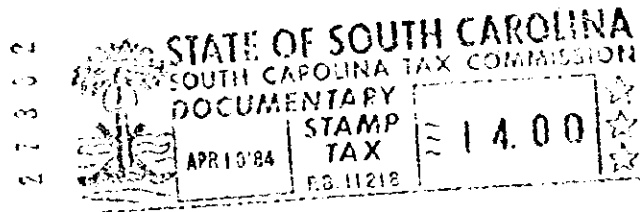
ALL that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville on the southwest side of Seabrook Court, being shown as all of Lot No. 13, subdivision known as Craigwood, Section II, "Property of Elizabeth L. Marchant", on plat thereof prepared by Dalton & Neves, Engineers, in July 1963, which plat is recorded in the RMC Office for Greenville County, S.C. in Plat Book "YY" at page 145 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southwestern side of Seabrook Court, joint corner of Lots Nos. 12 and 13; thence S. 63-10 W. 308.9 feet to an iron pin; thence N. 30-03 W. 110 feet to an iron pin, joint corner of Lots Nos. 13 and 14; thence N. 60-51 E. 261.2 feet to an iron pin on the Southwestern side of Seabrook Court; thence along a curving course (the chord of which is N. 87-44 E.) 50 feet to an iron pin on the South-west side of Seabrook Court; thence with the line of said Street, S. 31-47 E. 100 feet to the point of beginning.

This is the same property conveyed to the above named mortgagors by deed of AVX Corporation dated August 31, 1978, recorded in the RMC Office for Greenville County, S.C. in Deed Book 1087, page 160 on September 12, 1978.

This mortgage is junior in lien to that mortgage in favor of Greer Federal Savings and Loan Association filed in the R.M.C. Office for Greenville in Mortgage Book 1443, page 915 on September 12, 1978. (Greer Federal Savings and Loan Association is now known as First Federal Savings and Loan Association).

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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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