

State of South Carolina

VOL 1659 PAGE 811

Mortgage of Real Estate



County of GREENVILLE

THIS MORTGAGE made this 24th day of April, 1984

by Edgar D. Pouch

(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 29602

WITNESSETH:

THAT WHEREAS, Edgar D. Pouch

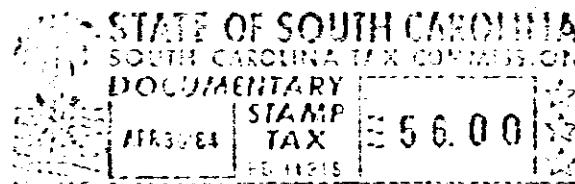
is indebted to Mortgagee in the maximum principal sum of One Hundred Forty Thousand and No/100ths Dollars (\$140,000.00), which indebtedness is

evidenced by the Note of Edgar D. Pouch of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note, (the final maturity of which is 180 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 \$140,000.00 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 lot of land in Greenville County, South Carolina, known and designated as Lot number one (1) as shown on a plat entitled Chanticleer Townhouses, Phase I, made by Webb Surveying and Mapping Company, dated July 1979, and recorded in the RMC Office for Greenville County in Plat Book 7C at page 70, reference to said plat is craved for a metes and bounds description, and is subject to and includes all the terms, provisions, conditions, covenants, restrictions, rights, privileges, obligations, rules and regulations as promulgated from time to time by the Homeowner's Association, easements, and liens contained in the Declaration of Covenants and Restrictions for Chanticleer Townhouses, Inc., Greenville, South Carolina, and Provisions for Chanticleer Townhouses Property Owner's Association, Inc., dated October 10, 1979, recorded in the RMC Office for Greenville County in Deed Book 1113 at page 319. Specifically included among the provisions of those covenants is the responsibility that the Mortgagor herein pay to the Association (1) Annual assessments or charges, (2) Special assessments as set forth in the covenants, and that these assessments together with such interest thereon and costs of collection therefor as provided in the covenants shall be a charge and continuing lien on the land and all improvements thereon against which each such assessment is made. These assessments shall also be the personal obligation of the Mortgagor hereunder.

This being the same property conveyed to the Mortgagor by deed from Chanticleer Townhouses, Inc., dated November 12, 1982, and recorded November 12, 1982, in the RMC Office for Greenville County in Deed Book 1177 at page 190.



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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);

0.80

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