

rec 1883 44693

State of South Carolina

Mortgage of Real Estate



County of GREENVILLE JUN 21 2 25 PM '84

THIS MORTGAGE made this 21st day of June, 19 84

by Q. R. FOXX PROPERTIES, A SOUTH CAROLINA GENERAL PARTNERSHIP

(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 29640

WITNESSETH:

THAT WHEREAS, Q. R. FOXX PROPERTIES, A SOUTH CAROLINA GENERAL PARTNERSHIP is indebted to Mortgagee in the maximum principal sum of TWENTY THOUSAND AND NO/100 Dollars (\$ 20,000.00). Which indebtedness is evidenced by the Note of Q. R. FOXX PROPERTIES, A SOUTH CAROLINA GENERAL PARTNERSHIP of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note, (the final maturity of which is ninety (90) days after the date hereof) the terms of said Note and any agreement modifying it are incorporated herein by reference.

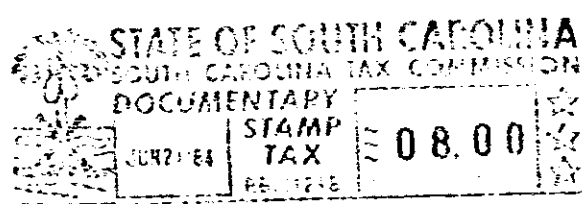
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate 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 \$ 20,000.00, 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, together with all improvements thereon, situate, lying and being near the City of Greenville, in the County of Greenville, State of South Carolina, on the Southern side of Colonial Avenue, being shown and designated as a portion of Lot No. 2 of Block "W" on plat of Riverside, recorded in the RMC Office for Greenville County, S.C. in Plat Book K, at Pages 281-283, and also shown as Lot 3, Block 10, Page 147, of the Greenville County Block Book, and having, according to said plat referred to hereinabove, the following metes and bounds:

BEGINNING at an iron pin on the Southern side of Colonial Avenue, at the joint front corner of Lots Nos. 1 and 2, of Block W, which point is 250 feet east of the southeast corner of Marion Street and Colonial Avenue, and running thence S. 10-15 W., 56.4 feet to an iron pin on the line of property now or formerly of Hendrix; thence with the line of property now or formerly of Hendrix, S. 79-57 E., 125 feet to an iron pin; thence N. 10-15 E., 54 feet to an iron pin on the Southern side of Colonial Avenue; thence with the Southern side of Colonial Avenue, N. 79-57 W., 125 feet to the point of beginning.

This is the same property conveyed to the above named mortgagor by deed of Martha B. Reynolds dated September 12, 1983, recorded in the RMC Office for Greenville County, SC in Deed Book 1196, page 184 on September 13, 1983.

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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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