



County of GREENVILLE )

THIS MORTGAGE made this 13th day of August, 1984

by BROOKVIEW PARTNERSHIP, A 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, South Carolina 29602

WITNESSETH:

THAT WHEREAS, BROOKVIEW PARTNERSHIP is indebted to Mortgagee in the maximum principal sum of Thirty-six thousand five hundred and no/100ths Dollars (\$36,500.00), Which indebtedness is evidenced by the Note of BROOKVIEW PARTNERSHIP of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note. (the final maturity of Aug. 15, 1996 which is twelve (12) 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 \$36,500.00, 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 piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina on the easterly side of Brookview Circle, and being known and designated as a portion of Lot 46 and a portion of Lot 47 of Shannon Terrace, as shown on plat thereof recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book L, Page 91, and being more particularly described according to a plat of survey by Century Land Surveying Co. dated August 7, 1979, entitled "Property of Brookview Partnership", as follows:

BEGINNING at iron pin on the easterly side of Brookview Circle at the joint front corner of Lots 45 and 46, which iron pin is also 264.4 feet from the intersection of Brookview Circle and West Faris Road, and running thence with the joint line through Lot 46 and a portion of Lot 47, N. 8-00 W. 70 feet to an iron pin; thence S. 84-38 W. 102.5 feet to an iron pin on the easterly side of Brookview Circle; thence with Brookview Circle S. 11-00 E. 70 to the beginning corner.

The above described property is the same conveyed to the mortgagor by Cecil D. Buchanan by deed dated August 6, 1979, and recorded on August 7, 1979, in the R.M.C. Office for Greenville County, S.C. in Deed Book 1108, page 748.

ALSO, all that certain piece, parcel or lot of land in the State of South Carolina, County of Greenville, on the Southwesterly side of Brookview Circle, being shown and designated as Lot No. 70 on plat of Shannon Terrace, recorded in the RMC Office for Greenville County, South Carolina in Plat Book L at Page 91, and having according to said plat, the following metes and bounds, to-wit:

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BEGINNING at an iron pin at the joint front corner of Lots 70 and 71 and running thence along the line of Lot 71, S. 51-26 E. 256.3 feet to a point; thence S. 28-24 W. 115 feet to a point at the corner of Lots 69 and 70; thence along the line of Lot 69, N. 39-06 W. 325 feet to a point on Brookview Circle; thence along Brookview Circle, N. 79-0 E. 60 feet to the point of beginning; LESS, HOWEVER, that portion conveyed to (SEE ADDENDUM ATTACHED)

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).

RESERVED

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