

State of South Carolina )

Mortgage of Real Estate



County of GREENVILLE )

THIS MORTGAGE made this 29th day of AUGUST, 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 Post Office Box 1329, Greenville South Carolina 29602

WITNESSETH:

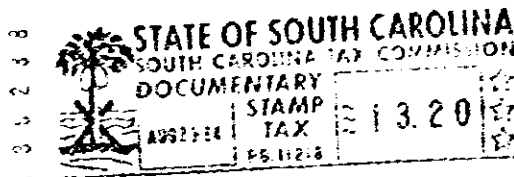
THAT WHEREAS, Q. R. FOXX PROPERTIES, A SOUTH CAROLINA GENERAL PARTNERSHIP is indebted to Mortgagee in the maximum principal sum of FORTY-FOUR THOUSAND AND NO/100 Dollars (\$ 44,000.00 ). Which indebtedness is evidenced by the Note of Q. R. FOXX PROPERTIES, A SOUTH CAROLINA GENERAL PARTNERSHIP of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note, (the final maturity of 10/12/84 which is forty-five (45) 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 \$ 44,000.00 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, Greenville Township, being known and designated as Lots Nos. 6 and 7, and the front portion of Lots Nos. 4 and 5, as shown on plat of property of J. R. West, prepared by A. S. Bedell, Surveyor, dated June, 1914, and recorded in the RMC Office for Greenville County, South Carolina in Plat Book C, at Page 190, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at the northeast intersection of Waco Street and West Street and running thence along the northern side of Waco Street, N. 75-02 E., 235.6 feet to joint front corner of Lots Nos. 7 and 8; thence 16-34 W. 153.5 feet; thence S. 83-44 W. 40.5 feet; thence along rear line of Lot No. 6 57.8 feet to a point in the line of Lot No. 3, joint rear corner of Lots Nos. 5 and 6; thence S. 16-34 E. 86 feet; thence S. 75-02 W. 115.6 feet to a point on West Street; thence S. 13-21 E., 60 feet to the point of beginning.

This is the identical property conveyed to the Mortgagor herein by deed of Bankers Trust of South Carolina, Successor in Interest to The Peoples National Bank of Greenville, South Carolina, as Trustee under the Will of J. J. Grumbles, dated May 22, 1984 and recorded in the RMC Office for Greenville County, S.C. in Deed Book 1213, at Page 402 on May 28, 1984; and by deed of Anna G. Lockee, Individually and as Administratrix CTA-DBN of the Estate of J. J. Grumbles, dated May 22, 1984 and recorded in the RMC Office for Greenville County, S.C. in Deed Book 1664, at Page 706, on May 28, 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):

Vertical stamp on the right margin: 1679 574

Vertical stamp on the right margin: 1329