

State of South Carolina

FILED  
GREENVILLE CO. S.C.

Mortgage of Real Estate



County of GREENVILLE

DEC 19 4 14 PM '84

THIS MORTGAGE made this 18 day of December, 1984

DONNIE S. TANKERSLEY  
R.M.C.

by Ruby C. Estes

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

(hereinafter referred to as "Mortgagee"), whose address is Loan Service Department, P.O. Box 1329, Greenville, South Carolina 29602

WITNESSETH:

THAT WHEREAS, Ruby C. Estes is indebted to Mortgagee in the maximum principal sum of One Hundred Thousand and No/100----- Dollars (\$ 100,000.00 ), Which indebtedness is evidenced by the Note of Ruby C. Estes of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note. (the final maturity of 12-18-94 which is ten 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 \$ 100,000.00 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 the County of Greenville, State of South Carolina, known and designated as the eastern half of Lot 85 of Chanticleer, as shown by a revised plat of Lots 83, 84 and 85 of Chanticleer made by R. K. Campbell, Engineer, dated September 25, 1963, and of record in the RMC Office for Greenville County, said eastern half having the following metes and bounds:

Beginning at an iron pin on the southern side of East Seven Oaks Drive at the joint front corner of Lots 85 and 86 and running thence with the southern side of East Seven Oaks Drive, S. 82-19 W., 60 feet to a pin; thence S. 3-40 E., 190 feet to a pin; thence N. 68-28 E., 50.5 feet to a pin at the joint rear corner of Lots 85 and 86; thence with the line of Lot 86, N. 0-06 E. 179.6 feet to the beginning corner. ALSO:

All that piece, parcel or lot of land in the County of Greenville, State of South Carolina known and designated as Lot 86 of Chanticleer, as shown by a plat entitled Chanticleer, Inc. prepared by R. K. Campbell dated September 29, 1962, recorded in the RMC Office for Greenville County in Plat Book YY at page 97, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the southern side of East Seven Oaks Drive, joint front corner of Lots 85 and 86 and running thence S. 0-06 W., 179.6 feet to a point; thence running S. 84-56 E. 100 feet to a point; thence running N. 6-18 E., 186.4 feet to a point on East Seven Oaks Drive; thence running along said Drive, N. 84-01 W., 60 feet to a point; thence continuing with said Drive, S. 86-57 W., 60 feet to the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Chanticleer, Inc., recorded in the RMC Office for Greenville County in Deed Book 749, Page 153, on May 18, 1964, and by deed of J. O. Estes recorded in Deed Book 1074, at page 975 on February 14, 1978.

The mortgagor has executed the within mortgage freely, voluntarily and without compulsion as an accommodation to her husband, Joseph O. Estes, realizing that she has no personal liability for the note described above.

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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