

State of South Carolina

GREENVILLE COUNTY, S. C.

BOOK: 1556 PAGE: 298

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Mortgage of Real Estate



County of GREENVILLE

DONNIE S. TANKERSLEY
R.M.C.

THIS MORTGAGE made this 16th day of October, 1981,

by Albert J. Faress

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

(hereinafter referred to as "Mortgagee"), whose address is 306 East North Street, Greenville, S. C.

Post Office Box 1329, Greenville, S. C. 29602

WITNESSETH:

THAT WHEREAS, Albert J. Faress is indebted to Mortgagee in the maximum principal sum of -----Nine Thousand Three Hundred Fifty One and 39/100----- Dollars (\$ 9,351.39), which indebtedness is evidenced by the Note of Albert J. Faress of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is October 20, 1982 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 \$ 10,932.96, 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:

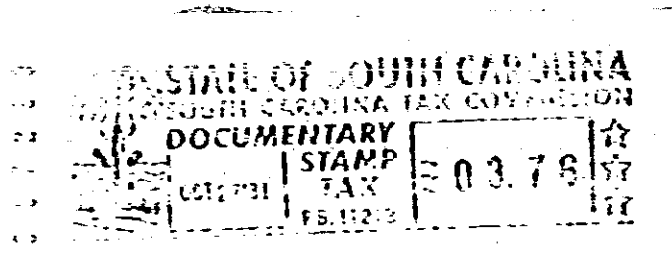
All that certain piece, parcel or lot of land in Greenville County, State of South Carolina, in the City of Greenville, being located on the westerly side of Stone Haven Drive and being known and designated as a portion of Lot 37 and all of Lot 36, Section C-1, Gower Estates, as shown by plat recorded in Plat Book YY, at Page 112 in the RMC Office for Greenville County, and a more recent survey and plat prepared by Carolina Surveying Company, dated October 5, 1971, and having the following metes and bounds, to-wit:

Beginning at an iron pin on the westerly side of Stone Haven Drive at the intersection of Stone Haven Drive and Cleveland Street Extension and running thence along the western side of Stone Haven Drive S. 11-45 W. 124 feet to an iron pin; thence along a new line through Lot 37, N. 76-06 W. 208.9 feet to an iron pin; thence running N. 9-45 E. 286.9 feet to an iron pin on Cleveland Street Extension; thence along Cleveland Street Extension S. 51-26 E. 163.6 feet to an iron pin; thence running S. 43-19E. 120 feet to an iron pin; thence following the curve of the intersection of Cleveland Street Extension and Stonehaven Drive, N. 11-49 W. 42.7 to an iron pin, the point of beginning.

This is all of that property conveyed to Albert J. Faress by Deed of Conyers & Gower, Inc. dated July 8, 1965, recorded in the RMC Office for Greenville County, S. C., in Deed Book 777, at Page 195, and a portion of that property conveyed to Albert J. Faress by Deed of Conyers & Gowers, Inc., dated July 7, 1970, and recorded in the RMC Office for Greenville County, S. C., in Deed Book 927, Page 269, October 11, 1971.

This mortgage is junior in lien to that certain mortgage in favor of First Federal Savings and Loan Association in the principal amount of \$37,000.00, dated July 7, 1965, and recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1000, Page 255, on July 8, 1965.

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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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