

State of South Carolina

FILED
GREENVILLE, S.C.

Mortgage of Real Estate



County of GREENVILLE

DEC 5 10 43 AM '83
DORRIS R. M.C. DENSLY

THIS MORTGAGE made this 2nd day of December, 1983

by Townes B. Johnson Company, Inc. -----

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

(hereinafter referred to as "Mortgagee"), whose address is P. O. Box 1329, Greenville, S.C. 29602

WITNESSETH

THAT WHEREAS Townes B. Johnson Company, Inc. -----

is indebted to Mortgagee in the maximum principal sum of Fifteen Thousand Five Hundred and No/100 ----- Dollars (\$15,500.00---). Which indebtedness is evidenced by the Note of Townes B. Johnson Company, Inc. ----- of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note. (the final maturity of 6/2/84 which is 6 months ----- 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 \$15,500.00 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 certain piece, parcel or lot of land, with improvements thereon, situate, lying and being on the northeastern side of Devenhill Court near the City of Greenville, in the County of Greenville, State of South Carolina and known and designated as Lot No. 74 of a subdivision known as Section Number One, Devenger Pointe, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book Book 9-F at Page 59 and according to said plat has the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Devenhill Court at the joint front corner of Lots Nos. 73 and 74 and running thence with the eastern side of Devenhill Court, the chord of which is N. 76-48 W., 85.72 feet to an iron pin at the joint corner of Lots Nos. 74 and 75; running thence N. 32-59 E., 190 feet to an iron pin in the line of Lot No. 77; running thence with the line of Lot No. 77, S. 57-01 E., 130 feet to an iron pin at the joint rear corner of Lots 73 and 74; running thence with the joint line of said lots S. 50-01 W., 168.35 feet to an iron pin on the northeastern side of Devenhill Court, the point and place of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Devenger Pointe Company, a South Carolina Partnership recorded herewith.

This is a second mortgage junior in priority to that certain mortgage executed unto First Federal Savings & Loan Association recorded of even date herewith.

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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).

RECORDED

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