

will 534 748

State of South Carolina

GREENVILLE S.C.

Mortgage of Real Estate



County of Greenville

MAR 30 3 47 PM '84

THIS MORTGAGE made this 30th day of March, 19 84

by JOHN A. MESSER, III, and JAMES R. WARE

(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, SC 29602

WITNESSETH:

THAT WHEREAS, John A. Messer, III, and James R. Ware is indebted to Mortgagee in the maximum principal sum of Thirteen Thousand and No/100----- Dollars (\$ 13,000.00 ), Which indebtedness is evidenced by the Note of John A. Messer, III, and James R. Ware of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note, (the final maturity of which is April 8, 1999 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 \$ 13,000.00 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 in Chick Springs Township, Greenville County, State of South Carolina, in the Town of Greer, on the south side of Moore Street, being shown and designated as Lot No. 16 on plat of the Property of Fannie W. Few, prepared by W. N. Willis, dated November 21, 1912, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a corner of Lot No. 17 at a stake and running thence S. 12-58 E. 138.8 feet to a stake on an alley; thence with said alley S. 76-13 W. 60 feet to a stake at the corner of Lot No. 15; thence N. 12-58 W. 136.9 feet to a stake on Moore Street; thence with said Moore Street N. 74-30 E. 60 feet to the beginning corner.

This being the same property conveyed to the Mortgagors herein by deed of Herman L. Watson and Barbara Joyce Watson to be executed and recorded of even date herewith.

SC70 --- 1 MR30 84 164

STATE OF SOUTH CAROLINA DOCUMENTARY TAX COMMISSION STAMP TAX \$ 05.20

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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