

State of South Carolina

Mortgage of Real Estate



County of Greenville

GREENVILLE S.C.
APR 25 10 45 AM '84
R.H.C. (HUSLEY)

THIS MORTGAGE made this 24th day of April, 1984, by Michael W. Payne, M.D., and Lawrence W. Freeman, M.D.

(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, South Carolina 29602

WITNESSETH:

THAT WHEREAS, Michael W. Payne, M.D. and Lawrence W. Freeman, M.D. is indebted to Mortgagee in the maximum principal sum of Two Hundred Fifteen Thousand and No/100 Dollars (\$ 215,000.00), which indebtedness is evidenced by the Note of Michael W. Payne, M.D. and Lawrence W. Freeman, M.D. of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note, (the final maturity of which is 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 \$ 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:

PARCEL "A":

All that certain piece, parcel or tract of land, located, lying and being on the western side of Bear Drive, near the City of Greenville, in the County of Greenville, State of South Carolina, containing 14,363 square feet and being shown and designated as Tract 1 on a plat entitled "Hughes/Gilreath Real Estate", prepared by Webb Surveying Co., dated January 9, 1984 and according to said plat, having the following metes and bounds, to-wit:

BEGINNING at an iron pin approximately 305 feet from the intersection of Butternut Drive and Bear Drive and running thence N. 65-40-02 W., 140 feet to an iron pin at the joint front corner of Tract #3; thence N 19-51-06 E., 103.70 feet to an iron pin; thence S. 65-40-02 E., 137.87 feet to an iron pin in the right-of-way of Bear Drive; thence running along said right-of-way S. 18-40-53 W., 103.88 feet to an iron pin, the point and place of beginning.

PARCEL "B":

All that certain piece, parcel or tract of land, located, lying and being on the western side of Bear Drive, near the City of Greenville, in the County of Greenville, State of South Carolina, containing 4,099 square feet and being shown and designated as Tract 2 on a plat entitled "Hughes/Gilreath Real Estate", prepared by Webb Surveying and Mapping Co., dated January 9, 1984 and according to said plat, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western edge of the right-of-way of Bear Drive and the joint front corner of the within tract and Tract 3 as shown on said plat, and running thence N. 65-40-02-W., 136.69 feet to an iron pin at the joint corner of Tract 3; thence N. 19-51-06 E., 30.27 feet to an iron pin; thence S 65-40-02 E., 135.00 feet to an iron pin in the right-of-way of Bear Drive; thence running along said right-of-way S. 16-40-26 W., 30.45 feet to an iron pin, the point and place of beginning.

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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