

State of South Carolina)

Mortgage of Real Estate



County of GREENVILLE)

FILED
GREENVILLE, S.C.
MAY 3 9 12 P. M. 1984
R.M.C.

THIS MORTGAGE made this 4th day of May, 1984

by AUTUMN ROAD PARTNERSHIP, A General Partnership

(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, AUTUMN ROAD PARTNERSHIP, A General Partnership is indebted to Mortgagee in the maximum principal sum of One Hundred Forty Thousand and No/100----- Dollars (\$ 140,000.00). Which indebtedness is evidenced by the Note of Autumn Road Partnership, A General Partnership of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note. (the final maturity of which is three 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 \$ 140,000.00 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 with the improvements therein, lying and being on the northwesterly side of Autumn Road, near the City of Greenville, South Carolina, and being designated as Lot No. 713 on Map Two, Section Three, Sugar Creek, as recorded in the RMC Office for Greenville County in Plat Book 9-W at Page 63 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly side of Autumn Road, joint front corner of Lots 712 and 713 and running thence along the common line of said lots N. 33-13 W., 165 feet to an iron pin in the rear line of Lot No. 707; thence along the rear line of Lots Nos. 707 and 706, N. 56-47-26 E., 119.61 feet to an area designated as Tract "P"; thence along the line of Tract "P", S. 33-17 E., 165 feet to an iron pin on the northwesterly side of Autumn Road; thence along said road, S. 56-47-26 W., 191.80 feet to an iron pin, the point and place of beginning.

This is the identical tract of land conveyed to the Mortgagor herein by deed of M. Graham Proffitt, III, Ellis L. Darby, Jr. and John Cothran Company, Inc., a South Carolina Corporation, dated April 19, 1984 and recorded in the RMC Office for Greenville County in Deed Book 1212 at Page 255 on May 9, 1984.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
MAY-3 84 TAX 56.00
PB 11218

400
1801

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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