

State of South Carolina

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GREENVILLE, S.C.

VOL 1681 PAGE 879

Mortgage of Real Estate



County of Greenville

SEP 17 3 40 PM '84

DONNIE W. WERSLEY

THIS MORTGAGE made this 27th day of August, 1984

by BROWN PROPERTIES, 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, Brown Properties, A. General Partnership is indebted to Mortgagee in the maximum principal sum of Seventy Four Thousand and No/100 Dollars (\$74,000.00). Which indebtedness is evidenced by the Note of Brown Properties, A General Partnership of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note. (the final maturity of N/A which is N/A 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 \$ 74,000.00, 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:

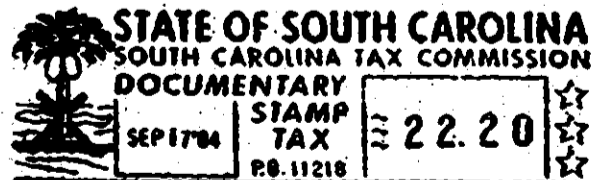
All that certain piece, parcel or lot of land, situate, lying and being on the south-westerly side of Interstate 385 at the intersection of Congaree Road and Pate Drive, containing 1.91 acres as shown on plat of property of Palmetto Properties, prepared by Tri-State Surveyors dated October 31, 1973, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail in the center of the intersection of Pate Drive and Congaree Road and running thence with the centerline of Congaree Road N. 33-07 W., 325.2 feet to a nail; thence N. 57-12 E., 242.2 feet to an iron pin along the Southwesterly edge of the right-of-way of Interstate 385; thence with the Southwesterly edge of the right-of-way of said Highway, S. 44-30 E., 281.3 feet to an iron pin in the centerline of Pate Drive; thence with the centerline of Pate Drive S. 44-20 W., 172.0 feet to an iron pin; thence continuing with the centerline of Pate Drive, S. 52-00 W., 130.0 feet to a nail, the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Palmetto Properties, a Partnership, recorded in the Greenville County RMC Office on February 22, 1980 in Deed Book 1120 at Page 998.

This Mortgage is junior in priority to that certain mortgage given to The Citizens & Southern National Bank of South Carolina, dated November 30, 1973 and recorded in the RMC Office for Greenville County in Mortgage Book 1297 at Page 231 and subsequently assigned to Pilot Life Insurance Company in Mortgage Book 1313 at Page 269 on May 22, 1974 and to that certain mortgage given to Community Bank dated July 8, 1981 and being recorded in the RMC Office for Greenville County in Mortgage Book 1546 at Page 606.

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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):