REENVILLE CO. S. C

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400 7 2 55 PH 10 MORTGAGE BURNING STANKETSLEY RIM.C

STATE OF SOUTH CAPOLINA "
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

| THIS MORTGAGE is made by the between the Mortg   | agor (s)         |
|--|------------------|
| Coal Yard Associates, a South Carolina Partnership (herein "Borrower")   | and the          |
| Mortgagee, First Piedmont Bank and Trust Company,  |                  |
| Greenville, South Carolina (herein "Lender").  |                  |
| WHEREAS, the Borrower is indebted to the Lender in the sum of <u>One Hundred Forty Thou No/100</u> Dollars (\$ 140,000.00 ) as evidenced by the Borrower's promissory even date herewith (herein "Note") the terms of which are incorporated herein by reference, with principal and to be paid as therein stated, the unpaid balance of which, if not sooner paid, shall be due and payable             | Note of interest |
| on August 6, 1976 ; and  |                  |
| WHEREAS, the Borrower may have borrowed other monies from the Lender (which term as used through his Mortgage Agreement shall include any Holder) which monies have not been fully repaid and the Borrowereafter become indebted to the Lender for such further sums as may be advanced to or for the Borrower's accases, insurance premiums, public assessments, repairs, or for any other purpose; and | ver may          |

WHEREAS, the Borrower desires and intends to secure any and all of said existing indebtedness and future advances and indebtedness by granting to Lender a Mortgage on the real property hereinafter described, which Mortgage shall be security for all phigations of the Borrower to Lender in the total principal amount of One Hundred Forty Dollars (\$\_140,000.00\_\_\_\_\_);

NOW, THEREFORE, KNOW ALL MEN, that the Borrower (jointly and severally if more than one), in consideration of the foregoing and also in consideration of the further sum of Three and No/100 (\$3.00) Dollars to the Borrower in hand well and truly paid by the Lender at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, TO SECURE TO LENDER the repayment of: (a) the indebtedness evidenced by the aforesaid Note, with interest thereon; (b) all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage and the performance of the covenants and agreements of Borrower herein contained; and (c) all other money heretofore or hereafter advanced by the Lender to or for the account of the Borrower and all other present or future direct or contingent liabilities and indebtedness of the Borrower to the Lender of any nature whatsoever to the fullest extent allowed by law, and any modifications, extensions, rearrangements or renewals of any of (a)-(c) (all hereinafter collectively called the "Obligations"), with the limitation that the total principal amount of said Obligations secured hereby shall not exceed the amount specified in the preceding paragraph, together with reasonable attorney's fees, court costs and expenses of whatever kind incident to the collection of any of said Obligations and the enforcement of the Mortgage interest created hereby, does hereby mortgage, grant bargain, sell and release unto the Lender, its successors and assigns, the following described real estate:

All that piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, known as "Washington Park", and being lots no. 1, 2, 3, 4, 5, 6, 9, 10, and 11 in Washington Park, all as shown and depicted on a plat dated November 5, 1973, revised August 1, 1974, and recorded in the RMC Office of Greenville County, South Carolina, in Plat Book 4X at Page 92, having the metes and bounds shown for said lots on said plat.







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