

State of South Carolina

JUL 15 4 42 PM '83

FILED GREENVILLE S.C. Mortgage of Real Estate
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DONNIE S. TANKERSLEY R.M.C.
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County of GREENVILLE

DONNIE S. TANKERSLEY R.M.C.

THIS MORTGAGE made this 15th day of July, 1983,

by Thomas Elijah Jones and Edna J. Jones

(hereinafter referred to as "Mortgagor") and given to SOUTHERN BANK & TRUST CO.

(hereinafter referred to as "Mortgagee"), whose address is Post Office Box 1329

Greenville, South Carolina 29602

WITNESSETH:

THAT WHEREAS, Thomas Elijah Jones and Edna J. Jones is indebted to Mortgagee in the maximum principal sum of Sixteen thousand five hundred and No/100ths Dollars (\$16,500.00), which indebtedness is evidenced by the Note of Thomas Elijah Jones and Edna J. Jones of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of July 15, 1988 which is 60 months 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 \$16,500.00, 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 piece, parcel or lot of land situate, lying and being in Gantt Township, Greenville County, State of South Carolina, being known and designated as Lot No. 27 on a plat of property of Sylvan Hills, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book S, at Page 103, and being more particularly described on plat of "Property of Thomas Elijah Jones and Edna J. Jones," made by Webb Surveying and Mapping Co., August 11, 1972, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Western side of Morningside Drive at the joint front corner of Lots Nos. 26 and 27, which iron pin is 690 feet South of Collinson Road, and running thence with the Western side of said Morningside Road S. 4-32 E. 70 feet to an iron pin at the joint front corner of Lots Nos. 27 and 28; thence along the joint line of said lots, S. 85-28 W. 150 feet to an iron pin on the Eastern side of Old Augusta Road; thence along the Eastern side of said road, N. 4-32 W. 70 feet to an iron pin, joint rear corner of Lots Nos. 26 and 27; thence with the joint line of said lots, N. 85-28 E. 150 feet to an iron pin on the Western side of Morningside Drive, the point of beginning.

THIS property is the same conveyed to the Mortgagors by James P. Byrne, Jr. and Mildred O. Byrne dated August 16, 1972 and recorded in the RMC Office for Greenville County in Volume 952 at Page 150.

THIS mortgage is junior in lien to that certain mortgage given by the Mortgagors to Carolina National Mortgage Investment Co., Inc. in the amount of \$19,500.00 dated August 16, 1972 and recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 1245 at Page 211 with a present balance of \$16,586.25.

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):