

State of South Carolina

FILED
GREENVILLE CO. S. C.

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County of GREENVILLE

NOTED 10/12/83
JOHN STAMERSLEY
R.M.C.

Mortgage of Real Estate

THIS MORTGAGE made this 12th day of October, 1983

by R. & E. PROPERTIES, A SOUTH CAROLINA 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. 29603

WITNESSETH:

THAT WHEREAS, R & E Properties, A South Carolina Partnership is indebted to Mortgagee in the maximum principal sum of FORTY-EIGHT THOUSAND & No/100 Dollars (\$ 48,000.00), Which indebtedness is evidenced by the Note of October 12, 1983 of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note, (the final maturity of which is October 31, 1986 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 \$48,000.00, 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 piece, parcel or tract of land, on Suber Road in Greenville County, S. C., according to a plat prepared by Kermit Gould, R.L.S., and having the following metes and bounds, to-wit:

BEGINNING at a center line of Suber Road at the joint front corner of the Mortgagors property and that of Jerry Runion and running thence with the Runion property, S. 57-15 E. 516 feet to an iron pin across a Creek; thence along said Creek, S. 19-03 W. 191.2 feet; thence continuing S. 13-21 W. 100 feet to an iron pin; thence with property of InterState Materials, Inc., N. 56-21 W. 367.22 feet; thence N. 33-05 E. 240 feet more or less to a point thirty feet southwest of the Jerry Runion property; thence N. 57-15 W. 230 feet to the center line of Suber Road; thence N. 33-05 E. thirty feet to the point of beginning.

Said property contains two acres more or less with improvements thereon and a thirty foot driveway from Suber Road back 230 feet.

This being a portion of the same property conveyed from Alexander James unto R & E Properties, A South Carolina Partnership, by deed recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 1140 at page 134.

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP TAX \$ 19.20

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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