

State of South Carolina

Mortgage of Real Estate



County of GREENVILLE

THIS MORTGAGE made this 27th day of February, 1984

by Q.R. FOXX PROPERTIES, A SOUTH CAROLINA 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, South Carolina 29602

WITNESSETH: Q.R. FOXX PROPERTIES, A SOUTH CAROLINA GENERAL PARTNERSHIP, THAT WHEREAS,

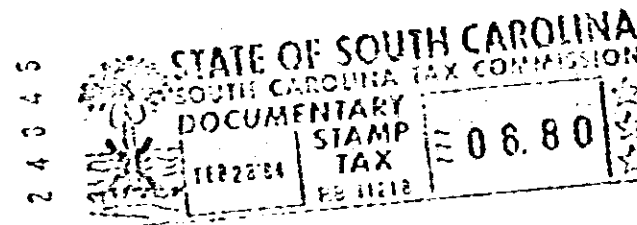
is indebted to Mortgagee in the maximum principal sum of Seventeen Thousand and No/100 Dollars (\$ 17,000.00 ), Which indebtedness is evidenced by the Note of J. Michael Stolp and Marie L. Stolp of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note, (the final maturity of 6/26/84 which is 120 days 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 \$ 17,000.00 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, together with all improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 28 as shown on plat of Property of J. R. West, dated August 16, 1937, recorded in the RMC Office for Greenville County, South Carolina in Plat Book D, at Page 268, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the West side of Ledbetter Street, at the joint corner of Lots Nos. 27 and 28, and running thence with line of Lot No. 27, S. 73-10 W. 130 feet to an iron pin; thence N. 16-50 W. 67.5 feet to an iron pin, at the joint corner of Lots Nos. 28 and 29; thence with line of Lot No. 29, N. 73-10 E. 130 feet to an iron pin on the West side of a Street; thence with said Street, S. 16-50 E. 67.5 feet to the beginning corner .

This is a portion of the property conveyed to the Mortgagor herein by Deed of Harold L. Dillard, dated February 27, 1984, and recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1207, at Page 52, on February 28, 1984 .



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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