

State of South Carolina

Mortgage of Real Estate



County of GREENVILLE

THIS MORTGAGE made this 3rd day of August, 1984

by M & S Partnership, 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, S.C. 29602

WITNESSETH:

THAT WHEREAS, M & S Partnership, a South Carolina General Partnership is indebted to Mortgagee in the maximum principal sum of Two Hundred Thirty Three Thousand and No/100-Dollars (\$ 233,000.00 ), Which indebtedness is evidenced by the Note of M & S Partnership, a South Carolina General Partnership of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note, (the final maturity of which is December 1, 1989 after the date hereof) the terms of said Note and any agreement modifying it are incorporated herein by reference.

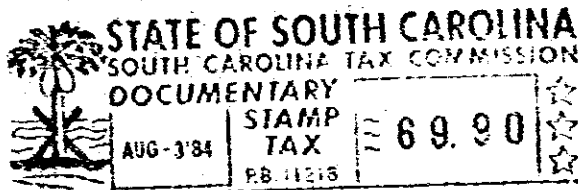
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate 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 \$ 233,000.00 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 lot of land situate, lying and being in the State of South Carolina, County of Greenville, within the corporate limits of the City of Greenville being located at the intersection of the southeastern side of Church Street (Mills Avenue) with the northeastern side of Lyna Street and containing 0.72 acres as more fully appears on plat of said property entitled "Survey for Reeves Brothers, Inc." prepared by Piedmont Engineers, Architects & Planners dated February 16, 1981 and recorded February 28, 1981 in the RMC Office for Greenville County in Plat Book 8-Q at Page 95 and having such metes and bounds as appears on said plat. The alleyway shown on the above mentioned plat was closed by ordinance of the Greenville City Council on January 12, 1982.

Said property is the same conveyed to the Mortgagor by OB-GYN Group, P.A. by deed dated August 30, 1983 being recorded in the RMC Office for Greenville County on September 1, 1983 in Deed Volume 1195 at Page 614.

The within mortgage is junior and subordinate to a mortgage given by OB-GYN Group, P.A. to Southern Bank & Trust Co. in the original sum of \$100,000.00 dated January 18, 1983 being recorded in the RMC Office for Greenville County in Mortgage Book 1592 at Page 425.

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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):

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