

State of South Carolina)

Mortgage of Real Estate



County of GREENVILLE)

THIS MORTGAGE made this 9th day of November, 19 84,

by Donald Joe Schmauch and Bobbie A. Schmauch

(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, SC 29602

WITNESSETH:

THAT WHEREAS, Donald Joe Schmauch and Bobbie A. Schmauch are indebted to Mortgagee in the maximum principal sum of Fifty Thousand and No/100----- Dollars (\$ 50,000.00), Which indebtedness is evidenced by the Note of Donald Joe Schmauch and Bobbie A. Schmauch of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note, (the final maturity of which is on demand 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 \$50,000.00-----, 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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, between Old Augusta Road and New Augusta Road (U.S. 25), being more particularly described according to survey prepared by Freeland and Associates, dated April 20th, 1977, and survey prepared by Charles K. Dunn and T. Craig Keith Associates, dated May 30th, 1977, and having according to said surveys, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Old Augusta Road which pin is 175 feet from the intersection of New Augusta Road (U.S. 25) and Old Augusta Road, and running thence S. 57-25 E. 136.2 feet to an iron pin on the right-of-way of Old Augusta Road; thence S. 56-15 E. 100 feet to an iron pin on the right-of-way of Old Augusta Road; thence S. 51-06 E. 13.8 feet to an iron pin on the right-of-way of Old Augusta Road; thence S. 56-56 W. 427.1 feet to an iron pin on New Augusta Road (U.S. 25); thence with said road, N. 9-04 W. 250 feet to a point on New Augusta Road (U.S. 25); thence N. 56-45 E. 225.6 feet to an iron pin on Old Augusta Road, the point of beginning.

This is the same property conveyed to Donald J. Schmauch by deeds from Leroy Cannon, Aileen Cannon and C. E. Runion, dated May 16th, 1977 and June 15th, 1978, which deed are recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 1056, Page 718 and Deed Book 1082, Page 891, respectively; and an undivided one-half interest subsequently conveyed to Bobbie A. Schmauch by Donald J. Schmauch by deed dated September 26th, 1984, recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 1222, at Page 954.

This mortgage is junior and inferior to a certain first mortgage in favor of Southern Bank and Trust Company, which mortgage is recorded in the R.M.C. Office for Greenville County, South Carolina in REM Book 1444, at Page 575.

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);