

STATE OF SOUTH CAROLINA)
County of GREENVILLE)

MORTGAGE OF REAL ESTATE)
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This MORTGAGE is dated DECEMBER 17, 1984

The "MORTGAGOR" referred to in this Mortgage is WILLIAM E. MATHEWS

The "MORTGAGEE" is Greenville National Bank, P.O. Box 17666, Greenville, South Carolina, 29606

The "NOTE" is a note from WILLIAM E. MATHEWS and JOAN K. MATHEWS

to Mortgagee in the amount of \$ 75,000.00, dated 12/17/84

The Note and any payments renewing, extending or modifying it and any notes evidencing future advances are all referred to as the "Note" and are considered to be a part of this Mortgage. The final maturity of the Note

is 12/20 1987. The amount of debt secured by this Mortgage, including the outstanding amount of the Note and all Future Advances under paragraph 13 below, shall at no time exceed \$ 75,000.00, plus interest, attorney's fees, and court costs incurred in collection of amounts due hereunder, expenditures by Mortgagee under paragraph 5 below, and advances by Mortgagee under paragraph 10 below. Interest due pursuant to the Note will accrue daily, and will be paid _____.

THIS MORTGAGE is given to secure to Mortgagee the repayment of the following amounts, with interest: (a) the indebtedness evidenced by the Note; (b) any future advances made under paragraph 13 below; (c) expenditures by Mortgagee under paragraph 5 below; (d) any advances of funds by Mortgagee under paragraph 10 below; and (e) attorney's fees, court costs and other amounts which may be due under the Note and this Mortgage. In consideration of the above indebtedness and for other valuable consideration which Mortgagor acknowledges receiving, Mortgagor does hereby mortgage, grant and convey to Mortgagee, its successors and assigns, the following described property (hereinafter referred to as the "Property"):

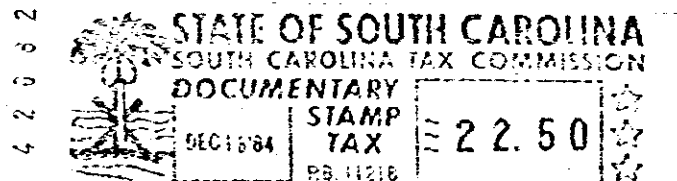
ALL that piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot Number Fifty-Seven (57) of Section One of Chanticleer, as shown on plat thereof, dated September 29, 1962, and prepared by R. K. Campbell, recorded in the RMC Office for Greenville County, S.C. in Plat Book YY, at Page 97, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the western side of Michaux Drive at the joint front corner of Lots 40 and 57, and running thence with the western side of Michaux Drive, N. 3-57 W. 60 feet to an iron pin; thence still with the western side of Michaux Drive N. 0-55 W. 71.5 feet to an iron pin at the joint front corner of Lots 57 and 58; thence with the line of 58-S. 87-48 W. 190.4 feet to an iron pin on the line of Lot 56; thence with the line of Lot 56 S. 6-57 W. 36 feet to a pin at the joint front corner of Lots 41, 42, 56 and 57; thence with the line of Lot 41 S. 43-39 E. 146.6 feet to an iron pin at the joint corner of Lots 40, 41 and 57; thence with the line of Lot No. 40 N. 79-48 E. 100.1 feet to the point of beginning.

This is the identical property conveyed to the Mortgagor herein by deed of Chanticleer, Inc., dated July 15, 1963 and recorded in the RMC Office for Greenville County, S.C. in Deed Book 727, at Page 369 on July 16, 1963.

The mortgagor agrees that a default under that certain note of U.S. Tub and Spas, Inc., dated December 4, 1984 in the original principal sum of \$50,000.00, shall constitute a default under the note secured by the within mortgage.

TOGETHER with all and singular the 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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