Mortgage of Real Estate

SOUTH THE STATE OF THE STATE OF

State of South Carolina

Oblin.

County of	GREENV	ILLE	Ŕ.M.Ĉ.	TH SEE I

THIS MORTGAGE made this day of January	, 19 84 ,
by JAMES H. GAINES AND NANCY B. GAINES	
(hereinafter referred to as "Mortgagor") and given to SOUTHERN BANK & TRU	
(hereinafter referred to as "Mortgagee"), whose address is Loan Services	Department, 304 E. North Street,
WITNESSETH:	
THAT WHEREAS, JAMES H. GAINES AND NANCY B. GAINES is indebted to Mortgagee in the maximum principal sum of FIFTY THOUSAND A	ND NO/100
(revolving Southern Equity Line) Dollars (Sevidenced by the Note of JAMES H. GAINES AND NANCY B. GAINES), Which indebtness is
date herewith, said principal (plus interest thereon) being payable as provided for in s	
whichwisxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	

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 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 on the North side of Henderson Road, in the City of Greenville, in the County of Greenville, State of South Carolina, being shown as Lot Number 5, on a re-plat of property of Joe W. Hiller, et al made by Campbell & Clarkson Engineers, June 14, 1968, recorded in the RMC Office for Greenville County, SC in Plat Book PPP, page 63B, and on a more recent survey of property of Joe W. Hiller, et al made by Campbell & Clarkson, Engineers, March 3, 1970, recorded in the RMC Office for Greenville County, SC in Plat Book 4D, page 119A, and having, according to said more recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Henderson Road at joint front corner of Lots 4 and 5, and running thence with the line of Lot 5, S. 55-45 W., 150 feet to an iron pin on the north side of Henderson Road, thence with the lot line of Lots 5 and 6, N. 34-15 W., 323.42 feet to an iron pin; thence N. 55-40 E., 150 feet to an iron pin; thence S. 34-15E., 323.20 feet to the beginning corner at Henderson Road.

This is the same property conveyed to the above named mortgagors by deed of Joe W. Hiller dated February 28, 1970, recorded in the RMC Office for Greenville County, S.C. in Deed Book 885, page 310 on March 3, 1970.

This mortgage is junior in lien to that mortgage in favor of Fidelity Federal Savings and Loan Association dated February 28, 1970, recorded in the RMC Office for Greenville County, S.C. in Mortgage Book 1149, page 283 on March 3, 1970, in the original amount of \$40,000.00.

- - -	Language (or sour	TH CARC	HIMA
69	STATE C South C DOCUM JAN1924	AROÙNA (ENTARY !	AX COMM	JESION √√I
, ~	STATE MANIEUR	STAMP	≥ 2 0. 0	0 \$7
- 2		1:8. 11216		<u> </u>

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);

4.00CI

20-028

一种,对对对对对一个人们的