

State of South Carolina

FILED
GREENVILLE CO. S.C.

Mortgage of Real Estate



County of GREENVILLE

SEP 20, 2 04 PM '84

DONNIE S. LANKERSLEY
R.M.C.

THIS MORTGAGE made this 20th day of September, 1984

by TOWNES B. JOHNSON COMPANY, INC.

(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:

THAT WHEREAS, Townes B. Johnson Company, Inc.

is indebted to Mortgagee in the maximum principal sum of Sixteen Thousand Five Hundred and No/100 Dollars (\$16,500.00---). Which indebtedness is evidenced by the Note of Townes B. Johnson Company, Inc. of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note, (the final maturity of 3/20/85 which is six months after the date hereof) the terms of said Note and any agreement modifying it are incorporated herein by reference.

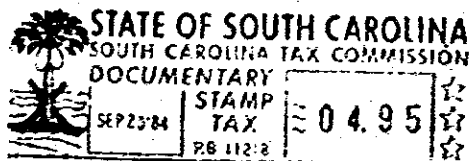
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate 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 \$16,500.00 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, or hereafter to be constructed thereon, situate, lying and being in the County of Greenville, State of South Carolina, on the Northwestern side of Atherton Way, and being known and designated as Lot No. Twenty-Three (23) of Devenger Pointe, Section I, as shown on plat thereof dated March, 1983, prepared by Dalton & Neves Co., and recorded in the RMC Office for Greenville County, S. C. in Plat Book 9-F, at Page 59, and having, according to said plat, the following netes and bounds:

BEGINNING at an iron pin on the Northwestern side of Atherton Way, at the joint front corner of Lots Nos. 23 and 24, and running thence with the joint line of said lots, N. 57-01 W. 140 feet to an iron pin at the joint rear corner of Lots Nos. 23, 24, 13 and 14; thence with the joint line of Lots Nos. 14 and 23, N. 32-59 E. 86 feet to an iron pin at the joint rear corner of Lots Nos. 14, 15, 22 and 23; thence with the joint line of Lots Nos. 22 and 23, S. 57-01 E. 140 feet to an iron pin on the Northwestern side of Atherton Way; thence with the Northwestern side of Atherton Way, S. 32-59 W. 86 feet to the point of beginning.

This is the identical property conveyed to the Mortgagor herein by deed of Devenger Pointe Company, A South Carolina Partnership, dated September 14, 1984, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1221, at Page 926, on September 17, 1984.

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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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