

FILED
GREENVILLE CO. S. C.

P.O. Box 1329
Greenville, S. C. 29602

MORTGAGE - INDIVIDUAL FORM ~~XXXXXX~~ MITCHELL/KA., GREENVILLE, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE }
DONOR L. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, James D. Patterson

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of
Thirty Thousand and no/100-----Dollars (\$ 30,000.00 due and payable according to the terms of the mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference as though fully set forth with interest thereon from date at the rate of 16-1/2% per centum per annum, to be paid: according to the terms of said note.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

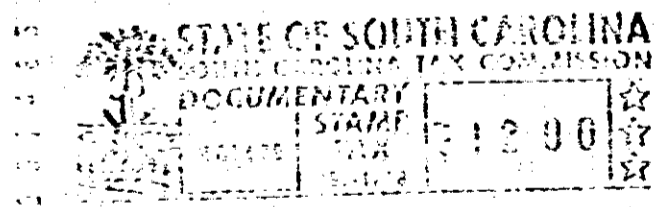
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

ALL those pieces, parcels or lots of land with all buildings and improvements thereon, situate, lying and being on the southeastern side of Abraham Drive in Greenville County, South Carolina being known and designated as Lots Nos. 19, 21, 22, 24, 27 and 28 as shown on a plat entitled REVISION OF LINCOLN FOREST made by Jones Engineering Service dated March 6, 1979, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 7-C at Page 12, reference to said plat is hereby craved for the metes and bounds thereof.

The above property is the same property conveyed to the Mortgagor by deeds of William H. Thames as set forth below:

- Lot 24 - Deed Book 1108, Page 111 recorded July 30, 1979.
- Lot 19 - Deed Book 1108, Page 110 recorded July 30, 1979.
- Lot 21 - Deed Book 1108, Page 105 recorded July 30, 1979.
- Lot 22 - Deed Book 1108, Page 106 recorded July 30, 1979.
- Lot 28 - Deed Book 1105, Page 234 recorded June 21, 1979.
- Lot 27 - Deed Book 1105, Page 233 recorded June 21, 1979.

The mortgagor herein reserves the right to have released from the lien of this mortgage any lot above described upon payment to the Mortgagee or the owner and holder of this mortgage the total sum of \$3,000.00 except for lot 28 the release amount shall be the sum of \$23,000.00, which shall be applied on the principal indebtedness due on the note which this mortgage secures, which releases shall be executed by mortgagee in due form of law upon request.



Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

- (1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

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