

State of South Carolina

FILED  
GREENVILLE CO. S. C.

BOOK 1531 PAGE 377

Mortgage of Real Estate



County of GREENVILLE

FEB 2 11 29 AM '81

DONNIE S. TANKERSLEY  
R.M.C.

THIS MORTGAGE made this 2nd day of February, 19 81

by Buchanan-Batson Heating Oil, Inc.

(hereinafter referred to as "Mortgagor") and given to SOUTHERN BANK & TRUST CO.

(hereinafter referred to as "Mortgagee"), whose address is Hwy. 25 North, P. O. Box 544, Travelers Rest, S. C. 29690

WITNESSETH:

THAT WHEREAS, Buchanan-Batson Heating Oil, Inc. is indebted to Mortgagee in the maximum principal sum of Thirty Thousand and No/100----- Dollars (\$ 30,000.00-----), which indebtedness is evidenced by the Note of Buchanan-Batson Heating Oil, Inc. of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is May 1, 1981 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 \$ 30,000.00 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 in Bates Township, County of Greenville, State of South Carolina, fronting on U.S. Hwy. #25 North, near Travelers Rest, South Carolina, being a portion of the property of the Grantor as shown in Plat Book W, page 23, recorded in the RMC Office for Greenville County; said portion being approximately 1.71 acres, more or less, and having the following metes and bounds, to-wit: BEGINNING at an iron pin on the right-of-way of Hwy #25 North at the joint front corner of property now or formerly belonging to William T. Coleman and Fannie M. Coleman as shown in Plat Book W, page 23, in the RMC Office for Greenville County, running thence N. 52-30 W. 289 feet to an iron pin in the center of an old road bed; running thence along the center of said old road bed S. 27-20 W. 95.6 feet to an old iron pin; thence continuing along the center of said old road bed along the joint property lines of property now or formerly belonging to the Grantor and Eleanor C. Garrick and D. P. Garrick, S. 27-20 W. 167.1 feet to a new iron pin; thence S. 56-53 E. 281 feet to an iron pin on the right-of-way of U. S. Hwy #25 North; running thence along the right-of-way of said highway, N. 28-30 E. 240 feet to the point of beginning.

This conveyance is made subject to any and all existing reservations, easements, rights-of-way, zoning ordinances and restrictions or protective covenants that may appear of record on the recorded plat(s) or on the premises; and is specifically made subject to any and all rights-of way or easements along U. S. Highway #25 North and any easement or right-of-way along the old road bed mentioned herein.

This being the same property conveyed unto the Mortgagor by deed of Fannie M. Coleman recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1117, page 607, on December 19, 1979.

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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):

NOT

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