

State of South Carolina)

Mortgage of Real Estate



County of GREENVILLE, ANDERSON AND)
PICKENS

BOOK 1545 PAGE 420

THIS MORTGAGE made this 26th day of June, 1981

by T.C. Threatt and Threatt Enterprises, 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, S.C.

WITNESSETH:

THAT WHEREAS, T. C. Threatt and Threatt Enterprises, Inc. is indebted to Mortgagee in the maximum principal sum of Four Hundred Eighty Thousand Nine Hundred Sixty One and 01/100ths Dollars (\$480,961.01), which indebtedness is evidenced by the Note of T.C. Threatt and Threatt Enterprises, 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 June 26, 1982 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 \$480,961.01 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, with all improvements thereon, on hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, lying to the souther of Interstate I-85 and shown on a composite plat of survey for Threatt-Maxwell Enterprises, Inc., prepared by Piedmont Engineers, Architects and Planners, dated May 11, 1970 and subsequently revised September 14, 1970 and May 9, 1973 with individual parcels being more fully described as follows:

A 5.88 acre tract entitled "Lewis Ronald Byrd" beginning at an iron pin on the right-of-way of Interstate I-85 ay the northwestern corner of said property and running thence N 81-44 E 966.12 feet to an iron pin; thence S 13-07 W 420.8 feet to an iron pin; thence N 80-02 W 238 feet to an iron pin; thence S 39-18 E 177 feet to an iron pin; thence N 84-48 W 423.2 feet to an iron pin; thence N 0-45 E 250 feet to an iron pin; thence N 76-17 W 329.9 feet to an iron pin at the point of beginning.

This is the same property conveyed to Threatt-Maxwell Enterprises, Inc. by deed of B-T-M Corporation, recorded November 2, 1972 in the Office of the RMC for Greenville County in Deed Book 959 at Page 419.

ALSO:

That piece consisting of 11.5 acres, acquired by Mortgagor from O.C. Davis beginning at an iron pin on the southern right-of-way of Interstate I-85 at the westernmost corner of property described heretofore and running thence S 75-47 E 329.9 feet to an iron pin; thence S 1-15 W 250 feet to an iron pin; thence S 85-20 E 425.2 feet to an iron pin; thence S 29-18 E 319.1 feet to a point; thence S 32-30 W 486 feet to a point; thence N 56-56 W 777.2 feet to a point; thence N 39-20 E 150 feet to a point; thence N 56-56 W 150 feet to a point; thence N 8-07 W 396 feet to a point; thence N 81-45 E 59.3 feet to the point of beginning. Less, however, a portion of the above described property previously conveyed by Threatt Enterprises, Inc. to Highland Square II Apts., Associates, a South Carolina Limited Partnership, said deed having been recorded in Deed Book 1093 at Page 990 in the Office of the RMC for Greenville County.

SEE ATTACHED SHEET FOR CONTINUATION

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident 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);

RECORDED
INDEXED
DOCUMENTARY
STAMP

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