

State of South Carolina

County of Greenville

1574 598
Mortgage of Real Estate

THIS MORTGAGE made this 6th day of July, 1982

by Thomas E. Macfie

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

(hereinafter referred to as "Mortgagee"), whose address is 509 Cleveland Street, Greenville, South Carolina 29601

WITNESSETH:

THAT WHEREAS, Thomas E. Macfie is indebted to Mortgagee in the maximum principal sum of Sixty Thousand and No/100 Dollars (\$ 60,000.00), which indebtedness is evidenced by the Note of Thomas E. Macfie of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is Sixty (60) 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 \$ 60,000.00, 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 piece, parcel or lot of land, situate, lying and being on the northern side of Cleveland Street, in the City of Greenville, being Lot No. 46, and a portion of Lot No. 45 as shown on plat of McDaniel Heights, made by Dalton & Neves, and revised in February 1938, recorded in Plat Book P, at Page 87, and described as follows:

BEGINNING at a stake on the northern side of Cleveland Street, at the corner of Lot No. 47, and running thence with the line of said Lot, N. 4-10 W. 185 feet to a stake, thence S. 85-50 W. 117.8 feet to a stake; thence S. 2-48 E. 185 feet to a stake on Cleveland Street; thence with the northern side of Cleveland Street, N. 85-50 E. 122 feet to the beginning corner.

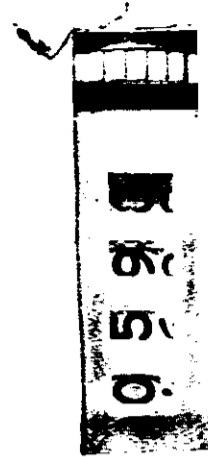
The within property is the identical property conveyed to the Mortgagor herein by deed of Georgia B. Smeak, dated May 14, 1980, which said deed is recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1125, at Page 792.

The within mortgage is a third mortgage.

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
JUL 14 1982
21.00
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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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