

State of South Carolina

JAN 12 11 38 AM '83

Mortgage of Real Estate



County of GREENVILLE

JOHN CARROLL RUSHING  
R.M.C.

THIS MORTGAGE made this 11th day of January, 1983,

by John Carroll Rushing

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

(hereinafter referred to as "Mortgagee"), whose address is 304 East North Street, Greenville, South Carolina, 29602

WITNESSETH:

THAT WHEREAS, EZE PRODUCTS, INC. is indebted to Mortgagee in the maximum principal sum of One Hundred Five Thousand and no/100 Dollars (\$105,000.00), which indebtedness is evidenced by the Note of EZE PRODUCTS, INC., by John Carroll Rushing, President of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note, (the final maturity of July 1988 which is 5 years 6 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 \$105,000.00 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:

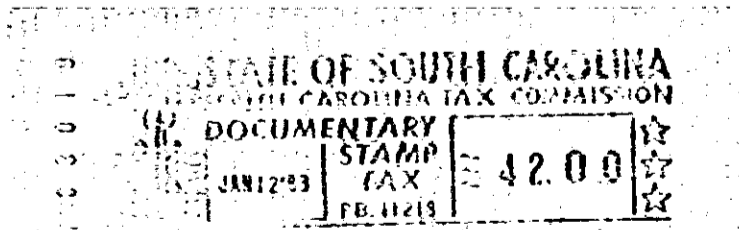
ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, known and designated as Lot No. 10, East Seven Oaks Drive, Section II, in Chanticleer Subdivision, and having, according to a plat of Section II of Chanticleer, recorded in the Office of the R.M.C. for Greenville County in Plat Book JJJ at Page 71, the following metes and bounds, to wit:

BEGINNING at an iron pin on East Seven Oaks Drive at the joint front corner of Lots 9 and 10 and running thence N. 47-10 W. along East Seven Oaks Drive 125 feet to the joint front corner of Lots 10 and 11; thence turning and running along the common boundary of Lots 10 and 11, N. 42-41 E. 170 feet to an iron pin; thence turning and running along the rear of Lot 10, S. 39-25 E. 71.8 feet to an iron pin; thence continuing S. 47-19 E. 54 feet to an iron pin; thence turning and running along the common boundary of Lots 9 and 10, S. 42-41 W. 160.2 feet to the point of beginning.

This mortgage is a second mortgage and subordinate to that certain mortgage from John Carroll Rushing to Laurens Federal Savings & Loan Association of Laurens, South Carolina, in the principal sum of \$55,000.00 and recorded in the R.M.C. Office of Greenville County, South Carolina, Mortgage Book 1370, page 390 and having a present balance of \$51,688.75.

Derivation: William K. Greer, July 28, 1975

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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);

1591  
597

4328 RV.21