

State of South Carolina  
GREENVILLE CO. S. C.  
County of Greenville

Mortgage of Real Estate



THIS MORTGAGE made this 8th day of March, 1983.

by Robert C. Kuss, Jr. and Sandra S. Kuss D/B/A Eskay Quilts, Etc.

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

(hereinafter referred to as "Mortgagee"), whose address is Greenville, South Carolina

WITNESSETH:

THAT WHEREAS, Robert C. Kuss, Jr. and Sandra S. Kuss D/B/A Eskay Quilts, Etc. is indebted to Mortgagee in the maximum principal sum of Fifteen Thousand and no/100 Dollars (\$15,000.00). Which indebtedness is evidenced by the Note of Robert C. Kuss, Jr. & Sandra S. Kuss D/B/A Eskay Quilts, Etc. of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note. (the final maturity of which is 365 days after the date hereof) the terms of said Note and any agreement modifying it are incorporated herein by reference.

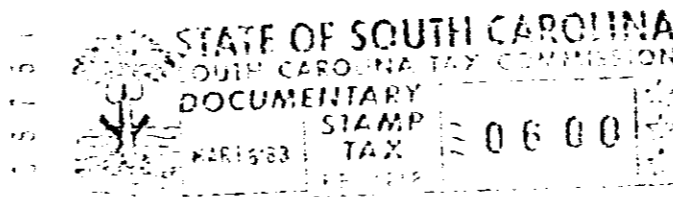
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate 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 \$\_\_\_\_\_, 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 the buildings and improvements thereon, lying and being on the northerly side of Woody Creek Road, near the City of Greenville, South Carolina, being known and designated as Lot No. 407 on plat entitled "Sugar Creek, Section 2, Map 3," as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 7-X at Page 2, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of Woody Creek Road, said pin being the joint front corner of Lots 407 and 408 and running thence with the common line of said lots N. 53-36-34 W., 126.43 feet to an iron pin, the joint rear corner of Lots 407 and 408; thence N. 43-52 E., 79.28 feet to an iron pin; thence N. 56-41-47 E., 92.67 feet to an iron pin; thence N. 76-22-55 E., 48 feet to an iron pin, the joint rear corner of Lots 406 and 407; thence with the common line of said lots S. 9-22-52 W., 177.05 feet to an iron pin on the northerly side of Woody Creek Road; thence with the northerly side of Woody Creek Road on a curve, the chord of which is S. 67-53-08 W., 52.24 feet to an iron pin, the point of beginning.

This being the same property conveyed to Mortgagors herein by deed of Cothran & Darby Builders, Inc., dated September 4, 1980, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1132 at Page 571.

This Mortgage is subordinate to and junior in lien to that certain Note and Mortgage given by the Mortgagors herein to First Federal Savings and Loan Association in the principal amount of \$75,000.00, dated September 4, 1980, and recorded in the RMC Office for Greenville County, S. C. in Mortgage Book 1514 at Page 425.



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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