

State of South Carolina

FILED
GREENVILLE CO. S. C.

Mortgage of Real Estate



County of Greenville

NOV 12 12 57 PM '83
DONNIE S. WERSLEY
R.M.C.

THIS MORTGAGE made this 4th day of November, 1983,

by John H. Young

(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. 29602

WITNESSETH:

THAT WHEREAS, John H. Young is indebted to Mortgagee in the maximum principal sum of Fifty Thousand and no/100 Dollars (\$ 50,000.00), Which indebtedness is evidenced by the Note of Raymond P. Newsom & John H. Young of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note, (the final maturity of June 1, 1986 which is approximately 30 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 \$ 50,000.00, 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 at the Southwestern corner of the intersection of McDaniel Avenue and Crescent Court, in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 7 and a portion of Lot No. 14 as shown on a plat prepared by C.M. Furman, Jr., Engineer, dated May, 1930, entitled "Estate of T.Q. Donaldson", recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book I at page 26, and shown on a more recent plat prepared by Webb Surveying & Mapping Co., dated July 23, 1980, entitled "Property of John H. Young and Jane J. Young", and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 8C at page 91.

This being substantially the same property conveyed to the Mortgagor & Jane J. Young by Thrace M. Baker recorded in the R.M.C. Office of Greenville County, S.C. on 8/1/80 in Deed Book 1130, Page 335.

LESS HOWEVER, those portions (approximately 0.0204 acres) conveyed to H. Donald & Marian H. Sellers on 4/19/83 and 7/15/83 recorded in the R.M.C. Office of Greenville County, S.C. in Deed Book 1186, Page 83 and Deed Book 1192, Page 447, respectively.

John H. Young & Raymond P. Newsom have executed their note of even date to Southern Bank & Trust Co. as officers of Corporate Benefits of S.C., Inc., and Jane J. Young renounces her dower interest in the above described property in order to create a valid mortgage lien, said renunciation being freely and voluntarily given.

This mortgage is junior in lien to that mortgage given by the Mortgagor herein to Security Federal Savings & Loan Association recorded 4/29/83 in the R.M.C. Office of Greenville County, S.C. in Mortgage Book 1604, Page 490 (and subsequently assigned to Federal National Mortgage Association on 10/5/83 in Mortgage Book 1629, Page 447).

RECORDED IN GREENVILLE COUNTY, SOUTH CAROLINA
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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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