## State of South Carolina County of GREENVILLE

THIS MORTGAGE is dated November 21.

. 1983

THE "MORTGAGOR" referred to in this Mortgage is \_\_\_James Cashion, Jr.

whose address is \_\_\_\_\_

THE "MORTGAGEE" is The Palmetto Bank

whose address is N. Weston Street, Fountain Inn, South Carolina 29644

to Mortgagee in the amount of \$ 150,000.00 dated November 21 1983. The Note and any documents renewing, extending or modifying it and any notes evidencing future advances are all referred to as the "Note" and are considered to be a part of this Mortgage. The final maturity of the Note is November 21, 1986. The amount of debt secured by this Mortgage, including the outstanding amount of the Note and all Future Advances under

paragraph 13 below, shall at no time exceed \$ 150,000.00 , plus interest, attorneys' fees not to exceed fifteen (15%) per cent of the unpaid debt, and court costs incurred in collection of amounts due hereunder, and Expenditures by Mortgagee under paragraph 5 below. Interest under the Note will be deferred, accrued or capitalized, but Mortgagee shall not be required to defer, accrue or capitalize any interest except as provided in the Note.

THIS MORTGAGE is given to secure to Mortgagee the repayment of the following amounts, with interest: (a) the indebtedness evidenced by the Note: (b) any Future Advances made under paragraph 13 below; (c) Expenditures by Mortgagee under paragraph 5 below; and (d) attorneys' fees, court costs and other amounts which may be due under the Note and this Mortgage. In consideration of the above indebtedness and for other valuable consideration which Mortgagor acknowledges receiving. Mortgagor does hereby mortgage, grant and convey to Mortgagee, and the Mortgagee's heirs, successors and assigns, the following described property:

ALL that certain piece, parcel or lot of land, situate, lying and being in the Town of Fountain Inn, Greenville County, South Carolina, containing 1.7 acres more or less, and being shown as a portion of that property on a plat for C. D. Case, prepared by C. O. Riddle, RLS, and dated September, 1954, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point in the Northwestern edge of Case Street, joint corner of property now or formerly of Edwards and running thence in a Southwesterly direction along the Northwestern edge of Case Street as shown on said plat approximately 410 feet to an iron pin in the edge of Case Street thence turning and running N. 38-49 W., 150 feet to an iron pin; thence turning and running N. 2-41 E., 85.6 feet to a concrete marker; thence turning and running N. 52-15 E., 344.8 feet to an iron pin; thence turning and running S. 40-00 E., 94.3 feet to an iron pin; thence S. 40-44 E., approximately 62 feet to a point in the Northwestern edge of Case Street, the point of beginning.

This being the same property conveyed to Mortgagor by Golden Strip Associates recorded November 1, 1983, in Deed Book 1192, page 200.

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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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