THE PALMETTO BANK

11.22	मा ५३ म. भने
Frank, A.	1

Mortgage of Real Estate 1041 135 55

State of South Carolina County of GREENVILLE

R.M.C. December 21_			0.0	
December 21		19	83	

THE "MORTGAGEE" is THE PALMETTO BANK

whose address is 470 Haywood Road, Greenville, South Carolina

THE "NOTE" is a note from R. Stephen McNair and Paula T. McNair

to Mortgagee in the amount of \$15,000.00 , dated <u>December 21</u> , 19.83 . 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 <u>December 21</u>, 19 84. The amount of debt secured by this Mortgage, including the outstanding amount of the Note and all Future Advances under

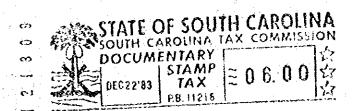
paragraph 13 below, shall at no time exceed \$ 15,000.00 , plus interest, altorneys' fees not to exceed fifteen (15%) per cent of the unpaid debt, and court costs incurred in collection of amounts due hereunder, and Expenditures by Mortgagee under paragraph 5 below. Interest under the Note will be deferred, 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 being known and described as a 1.20 acre tract shown as Lot 2 on a plat entitled "Preliminary Sub-division Plat - Bradford Place" dated July 5, 1983 and revised August 17, 1983 and having according to said plat the following metes and bounds, to wit:

BEGINNING at a point along a 0.44 acre cul-de-sac of a proposed road joint corner of Lot 1 and Lot 2 and running thence S. 1-53 E. 109.53 feet to a point along property now or formerly of John and Yvonne Shelton and running thence S. 41-28 W. 267.0 feet to a point along property now or formerly of T.M.M. of Greenville and running thence along said property N. 40-24 W. 200 feet to a point; thence running N. 45-30 E. 150.0 feet to a point; thence running N. 62-11 E. 125.76 feet to a point along a 0.44 acre tract shown as a cul-de-sac on a proposed road and running thence along said cul-de-sac the cord of which is S. 85-40-26 E. 84.67 feet to a point along said cul-de-sac, the point of BEGINNING.

THIS being a portion of the property conveyed to R. Stephen McNair and Paula McNair by deed of BO-MAC, a South Carolina General Partnership dated August 3, 1983 and recorded in the R. M. C. Office for Greenville County, South Carolina in Deed Book 1193 at Page 808.



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);

and the control of th

400

1180

