

State of South Carolina

FILED)
GREENVILLE CO. S.C.

VOL 1662 PAGE 437
Mortgage of Real Estate



County of GREENVILLE MAY 14 4 19 PM '84

THIS MORTGAGE made this 14th R.M. day of MAY, 19 84

by Q. R. FOXX PROPERTIES, A SOUTH CAROLINA GENERAL PARTNERSHIP

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

(hereinafter referred to as "Mortgagee"), whose address is POST OFFICE BOX 404,

EASLEY, SOUTH CAROLINA 29640

WITNESSETH:

THAT WHEREAS, Q. R. FOXX PROPERTIES, A SOUTH CAROLINA GENERAL PARTNERSHIP is indebted to Mortgagee in the maximum principal sum of SIXTEEN THOUSAND AND NO/100 -----

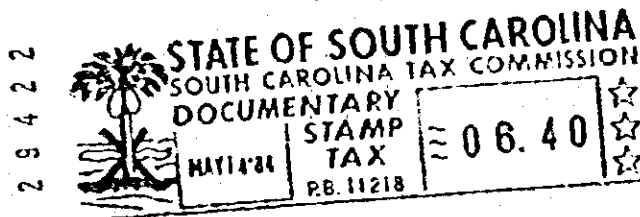
----- Dollars (\$ 16,000.00), Which indebtedness is evidenced by the Note of Q. R. FOXX PROPERTIES, A SOUTH CAROLINA GENERAL PARTNERSHIP date herewith, said principal (plus interest thereon) being payable as provided for in said Note, (the final maturity of 9/11/84 which is 120 days after the date hereof) 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 \$ 16,000.00 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 with improvements thereon situate, lying and being in the Monaghan Mills Village, Greenville County, South Carolina, and being more particularly described as LOT NO. 16, SECTION 2, as shown on plat entitled "SUBDIVISION FOR VICTOR MONAGHAN MILLS, GREENVILLE, S.C." prepared by Pickell and Picell, Eng'rs., Greenville, S.C. on December 20, 1948 and recorded in the RMC Office for Greenville County, S.C. in Plat Book S at Pages 179-181, inclusive. According to said plat, the within described property is also known as No. 25 Moody Street and fronts thereon 73 feet.

This is the same property conveyed to the Mortgagor herein by deed of Lawrence W. Bagwell, dated May 10, 1984 and recorded in the RMC Office for Greenville County, S.C. in Deed Book 1212, at Page 418 on May 11, 1984.

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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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