

State of South Carolina

FILED
GREENVILLE, S.C.

1038 781
Mortgage of Real Estate



County of Greenville Jun 21 4 05 PM '84

THIS MORTGAGE made this _____ day of June, 19 84

by The Fortis Corporation and R. S. Small, Jr., Doing Business As Scottswood Development Company, a Joint Venture

(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.

WITNESSETH: The Fortis Corporation and R. S. Small, Jr., Doing Business As Scottswood Development Company, a Joint Venture
THAT WHEREAS Scottswood Development Company, a Joint Venture
is indebted to Mortgagee in the maximum principal sum of One Million Five Hundred and No/100-----
Dollars (\$ 1,500,000.00), Which indebtedness is
evidenced by the Note of The Fortis Corporation and R. S. Small, Jr., Doing Business As Scottswood Development Company, a Joint Venture of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note, (the final maturity of _____ which is N/A 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 \$ 1,500,000.00 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 certain piece, parcel or tract of land, lying and being in the City and County of Greenville, State of South Carolina, lying between the northwestern edge of the right-of-way of Haywood-Howell Road and the southeastern edge of the right-of-way of Butler Springs Road, containing 8.445 Acres, more or less, as shown on survey thereof, entitled, "Preliminary Plan, Scottswood", prepared by C. O. Riddle, RLS, dated February 28, 1984, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the northwestern edge of the right-of-way of Haywood-Howell Road, at the joint corner of the within tract and a tract of land belonging now or formerly to First Church of Nazarene and running thence, along a curve and along the northwestern edge of the right-of-way of Haywood-Howell Road, the chord of which is S. 47-03-49 W., 428.82 feet to a point at the intersection of said right-of-way and the northern edge of the right-of-way of Scottswood Drive; thence, along the northern edge of the right-of-way of Scottswood Drive, S. 82-18-03 W., 35.91 feet to a point; N. 53-36-02 W., 189.10 feet to a point; thence, along a curve, the chord of which is N. 22-49-23 W., 366.16 feet to a point; thence N. 6-20-44 W., 257.80 feet to a point; thence, along a curve, the chord of which is N. 29-22-03 W., 341.68 feet to a point; thence N. 7-23-22 W., 35.36 feet to a point on the southeastern edge of the right-of-way of Butler Springs Road; thence, along said right-of-way, N. 37-36-38 E., 125 feet to a point at the joint corner of the within tract and a tract of land belonging now or formerly to Donald F. Waggoner; thence, along the joint line of said tracts, S. 42-24-36 E., 1,138.85 feet to a point on the northwestern edge of the right-of-way of Haywood-Howell Road, the joint corner of the within tract and a tract of land belonging now or formerly to the First Church of the Nazarene, the point and place of beginning.

LESS, HOWEVER, AND EXCEPTING FROM THE ABOVE DESCRIBED TRACT:

All that certain piece, parcel or tract of land situate, lying and being in Butler Township, Greenville County, South Carolina, just outside the city limits of the City of Greenville, South Carolina, and fronting on Haywood Road, and consisting of .0686 acres, more or less (2,988.10 sq. ft.), and shown on plat of property of First Church of the Nazarene made by James R. Freeland, dated January 22, 1982, and recorded in Plat Book 8-X, at Page 71, and having, according to said plat, the following metes and bounds, to-wit:

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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