

State of South Carolina)

Mortgage of Real Estate



County of Greenville)

THIS MORTGAGE made this 29th day of August, 1984

by Asa Duncan Shirley, III

(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, Asa Duncan Shirley, III is indebted to Mortgagee in the maximum principal sum of Twelve Thousand and No/100 Dollars (\$12,000.00), Which indebtedness is evidenced by the Note of Asa Duncan Shirley, III of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note, (the final maturity of 8/22/89 which is Five Years (5) 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 \$ 12,000.00 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

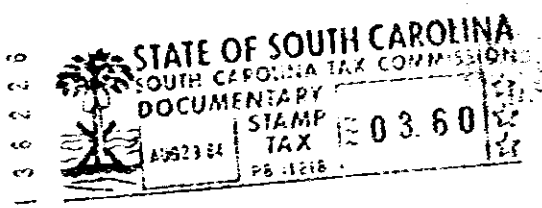
All that certain piece, parcel or lot of land together with all buildings and improvements thereon, situate, lying and being on the northern side of U. S. Highway 276, Geer Highway, near Travelers Rest, South Carolina, and having, according to said plat of the lot of C. B. Goodlett, prepared by Terry T. Dill, dated May 30, 1963, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of U. S. Highway 276, Geer Highway, at the joint corner of a lot now or formerly occupied by the Post Office and running thence N. 42-59 E., 196.40 feet to an iron pin; thence N. 47-01 W., 80 feet to an iron pin on the line of property now or formerly owned by Helen F. Griffin; thence N. 42-59 E., 68.3 feet to an iron pin; thence S. 48-49 E., 120.1 feet to the corner of lot now or formerly owned by W. H. Martin; thence along said lot, S. 42-59 W., 269.9 feet to a point on the northern side fo the Geer Highway; thence along said Highway, N. 47-03 W., 40 feet to the point of beginning.

This being the same property conveyed to the Mortgagor herein by Deed of Charles F. Kelley, recorded in the RMC Office for Greenville County in Deed Book 1151 at Page 558 on July 13, 1981.

This mortgage is junior in lien to that certain mortgage given to Bankers Trust of South Carolina in the original principal amount of \$66,000.00, recorded in the RMC Office for Greenville County in Mortgage Book 1546 at Page 768 on July 13, 1981.

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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):

