

State of South Carolina

Mortgage of Real Estate



County of GREENVILLE

THIS MORTGAGE made this 31 day of August, 1984,

by MARVIN B. CROW AND BETTY T. CROW

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

(hereinafter referred to as "Mortgagee"), whose address is One Shelter Center, P.O. Box 1329, Greenville, S.C. 29602

WITNESSETH:

THAT WHEREAS, MARVIN B. CROW AND BETTY T. CROW is indebted to Mortgagee in the maximum principal sum of FORTY THOUSAND AND NO/100 Dollars (\$40,000.00) which indebtedness is evidenced by the Note of (Revolving Southern Equity Line) MARVIN B. CROW AND BETTY T. CROW of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note. ~~(State of South Carolina)~~ ~~which~~ ~~is~~ ~~incorporated~~ ~~herein~~ ~~by~~ ~~reference.~~ 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 \$40,000.00 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 situate, lying and being in the State of South Carolina, County of Greenville, in the City of Greenville, containing 1.263 acres, more or less, as shown on Plat recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 8-P, Page 46, and having, according to said Plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin located on the western side of the right of way of Henderson Road, and running thence N. 76-53 W. 261.88 feet to an iron pin; thence N. 38-52 W. 18.14 feet to an iron pin; thence turning and running S. 55-21 W. 172.9 feet to an iron pin; thence turning and running S. 78-02 W. 94.1 feet to an iron pin; thence turning and running N. 24-47 E. 302.95 feet to an iron pin; thence S. 56-24 E. 84.6 feet to an iron pin; thence N. 60-09 E. 147.6 feet to an iron pin; thence turning and running N. 46-36 E. 57.0 feet to an iron pin; thence S. 67-13 E. 37.3 feet to an iron pin; thence S. 22-47 W. 110 feet to an iron pin; thence S. 79-17 E. 226.65 feet to an iron pin located on the western side of the right of way of Henderson Road; thence turning and running with the right of way of Henderson Road, S. 2-00 E. 60 feet to the point of beginning.

ALSO: ALL the Mortgagor's right, title and interest in and to that strip of property being 20 feet wide, joining the premises hereinabove described on the Northwestern side thereof as shown on said plat.

This being the same property conveyed to the above named mortgagors by deed of Smith & Steele Builders, Inc., recorded in the R.M.C. Office for Greenville County, S.C. in Deed Book 1166, page 763 on May 12, 1982.

ALSO: All that easement, triangular in shape, being the Southwestern terminus of the twenty foot private driveway referred to above, and being shown on plat entitled "Survey for Marvin B. Crow and Betty T. Crow", prepared by Piedmont Engineers, Architects & Planners, dated November 23, 1982 and recorded in the R.M.C. Office for Greenville County, S.C. in Flat Book 9H, at page 53, reference to said plat is hereby craved for the metes and bounds thereof.

This mortgage is junior in lien to that mortgage in favor of Carolina National Mortgage Co., Inc. in the original amount of \$120,000.00, recorded in the R.M.C. Office for Greenville County, S.C. in Book 1588, page 59, re-recorded in Book 1588, page 994; re-recorded in Book 1590, page 868; which was subsequently assigned to Bankers Trust of South Carolina as Trustee.

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).

RECORD

1680-383