

State of South Carolina

FILED
GREENVILLE CO. S.C.

Mortgage of Real Estate



County of GREENVILLE

Nov 30 10 31 AM '84

THIS MORTGAGE made this 27th day of November, 1984, by DONNIE S. TANKERSLEY

by TERRY PROPERTIES, a Partnership, and TERRY PROPERTIES, II, a Partnership, each partnership consisting of John R. Terry, Jr., William Ronald Terry, and John Michael Terry (hereinafter referred to as "Mortgagor") and given to SOUTHERN BANK & TRUST CO.

(hereinafter referred to as "Mortgagee"), whose address is Post Office Box 1329, 1 Shelter Center, Greenville, South Carolina 29602

WITNESSETH:

THAT WHEREAS, Terry Construction Co., Inc.

is indebted to Mortgagee in the maximum principal sum of TWO HUNDRED FIFTEEN THOUSAND SEVEN HUNDRED SEVENTY-TWO AND 10/100 Dollars (\$215,772.10). Which indebtedness is evidenced by the Note of Terry Construction Co., Inc. of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note, (the final maturity of May 30, 1990 which is five years, six months and three days after the date hereof) the terms of said Note and any agreement modifying it are incorporated herein by reference.

SEE BELOW 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 \$ 215,772.10 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 with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the southern side of a fifty (50) ft. road leading from the Ashmore Branch Road and being shown on the plat of property prepared for Terry Properties, a partnership, dated October 20, 1976, prepared by Morgan and Applewhite, Engineering Associates, Anderson, South Carolina, recorded in the R.M.C. Office for Greenville County in Plat Book 5-T at Page 94, containing 3.9551 acres and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in line of property now or formerly of Southeastern Sprinkler Co., Inc., said iron pin being S. 26-21 E. 235.33 ft. from an iron pin on the southeastern side of Ashmore Branch Road, said iron pin being at the corner of property of Jetmar Company, a partnership, and property now or formerly of Southeastern Sprinkler Co., Inc., and running thence with the line of property now or formerly of Southeastern Sprinkler Co., Inc. S. 26-21-43 E. 382.39 feet to an iron pin; thence turning and running with the property now or formerly of Southeastern Sprinkler Co., Inc. the chord of which is S. 86-36-39 E. 535.28 feet to an iron pin at the property line for the right-of-way for the Southern Railway System lead track, and running thence with said line of right-of-way on a curve, the chord of which is S. 87-12-15 W. 507.06 feet to an iron pin; thence continuing with said right-of-way S. 62-09 W. 253.16 feet; thence continuing with said lead track S. 62-09 W. 190.45 feet to an iron pin; thence leaving said lead track and running with the line of property now or formerly of Jetmar Company, a partnership, N. 27-51 W. 323.40 feet to an iron pin to a point on the southern side of a fifty (50) foot road leading from the Ashmore Branch Road; thence with the southern side of said road N. 62-09 E. 190.45 feet to an iron pin; thence continuing N. 62-09 E. 139.76 feet to an iron pin; thence with curve of said road, the chord of which is N. 17-53-39 E. 174.46 feet to an iron pin, the point of beginning.

Reserving, however, a non-exclusive use easement in and to the spur track leading from the Southern Railway lead track as shown on the above-mentioned plat.

(CONTINUED ON INSIDE PAGE)

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 forbearance of collection efforts against Terry Construction Co., Inc., (of which the partners of mortgagors are all principals) by mortgagee and the extension of payment terms by way of a new note on certain indebtedness of Terry Construction Co., Inc. to mortgagee