

State of South Carolina)

County of GREENVILLE)

Mortgage

ORM pt 28990
James C. Bayne

FILED

Words Used In This Document GREENVILLE CO. S.C.

(A) Mortgage—This document, which is dated November 29, 1984, will be called the "Mortgage".

(B) Mortgagor—JAMES C. BAYNE will sometimes be called "Mortgagor" and sometimes simply "I", "Me", "my", "mine", "myself", and "DONNIE S. FINLEY" to the Mortgagor.

(C) Lender—The South Carolina National Bank will be called "Lender" and sometimes simply "you", "Your" and "yours" refer to Lender. Lender is a national banking association which was formed and which exists under the laws of the United States of America.

Lender's address is, Post Office Box 969, Greenville, SC 29602

(D) Note—The note, note agreement, or loan agreement signed by J. Carlos Bayne, Sole Owner of Bay Building Products, and James C. Bayne, Individually and dated November 29, 1984 will be called the "Note". The Note shows that I have promised to pay Lender

\$60,000.00 Dollars plus finance charges or interest at the rate of SCN Prime plus 2% floating per year

_____ Dollars plus a finance charge of _____ Dollars

which I have promised to pay in full by November 25, 1994, and any renewals thereof.

If this box is checked, finance charges or interest under the Note will be deferred, accrued, or capitalized.

(E) Property—The property that is described below in the section entitled "Description Of The Property" will be called the "Property".

My Transfer To You Of Rights In The Property

On this date, because you loaned me the money for which I gave you the Note, I mortgage, grant and convey the Property to you, your successors and assigns, subject to the terms of this Mortgage. This means that by signing this Mortgage, I am giving you those rights that are stated in this Mortgage and also those rights that the law gives to lenders who hold mortgages on real property. I am giving you these rights to protect you from possible losses that might result if I fail to:

(A) Pay all the amounts that I owe you as stated in the Note and any future advances made under Paragraph 17 of this Mortgage.

(B) Pay, with interest or finance charges, any amounts that you spend under this Mortgage to protect the value of the Property and your rights in the Property.

(C) Keep all of my other promises and agreements under the Note and/or this Mortgage.

This Mortgage secures any renewals, extensions, and/or modifications of the Note.

Description Of The Property

(A) The Property which I mortgage, grant, and convey to you, your successors and assigns, is located in Greenville County and has the following legal description:

ALL that lot of land situate on the southeastern side of S. C. Highway No. 253 and on the northeastern side of Hilltop Avenue in the County of Greenville, State of South Carolina, being shown as a tract containing 0.932 ac. on a plat of the property of James C. Bayne dated July 6, 1984, prepared by Freeland & Associates, recorded in Plat Book 10-V at page 56 in the R.M.C. Office for Greenville County, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of S.C. Highway No. 253 at the corner of property now or formerly belonging to Finley, and running thence with the Finley property, S. 44-37 E. 119.46 feet to an iron pin; thence S. 40-03 W. 60 feet to an iron pin; thence S. 33-25 W. 134.15 feet to an iron pin; thence S. 51-58 W. 75 feet to an iron pin on Hilltop Avenue; thence with the right of way of Hilltop Avenue N. 37-33 W. 174.20 feet to an iron pin; thence N. 9-00 E. 20.63 feet to an iron pin; thence N. 55-34 E. 231.07 feet to the point of beginning.

This is the same property conveyed to the mortgagor herein by deed of R. A. Hudgens and Eva M. Hudgens recorded July 30, 1984, in Deed Book 1218 at page 215 in the R.M.C. Office for Greenville County.

The Property also includes the following:

- (B) All buildings and other improvements that are located on the property described in paragraph (A) of this section;
- (C) All rights in other property I have as owner of the property described in paragraph (A) of this section. These rights are known as "easements, rights and appurtenances attached to the property";
- (D) All rents or royalties from the property described in paragraph (A) of this section;
- (E) All mineral, oil and gas rights and profits, water, water rights and water stock that are part of the property described in paragraph (A) of this section;
- (F) All rights that I have in the land which lies in the streets or roads in front of, or next to, the property described in paragraph (A) of this section;
- (G) All fixtures that are now or in the future will be on the property described in paragraphs (A) and (B) of this section, and, to the extent allowed by law, all replacements of and additions to those fixtures;
- (H) All of the rights and property described in paragraphs (B) through (F) of this section that I acquire in the future; and
- (I) All replacements of and/or additions to the property described in paragraphs (B) through (F) and paragraph (H) of this section.

You, your successors and assigns, are to have and to hold the Property, subject to the terms of this Mortgage.

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