

MORTGAGE
GREENVILLE CO. S. C.

BOOK 1389 PAGE 31

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE

FEB 11 1 27 PM '78
DUNNIE S. TANKERSLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

THIS MORTGAGE is made by the between the Mortgagor (s)

James L. Sanderson

(herein "Borrower") and the

Mortgagee First Piedmont Bank & Trust Company

Greenville, South Carolina (herein "Lender").

WHEREAS, the Borrower is indebted to the Lender in the sum of Fourteen Thousand and no/100 Dollars (\$ 14,000.00) as evidenced by the Borrower's promissory Note of even date herewith (herein "Note") the terms of which are incorporated herein by reference, with principal and interest to be paid as therein stated, the unpaid balance of which, if not sooner paid, shall be due and payable

January 20, 1978; and

WHEREAS, the Borrower may have borrowed other monies from the Lender (which term as used throughout this Mortgage Agreement shall include any Holder) which monies have not been fully repaid and the Borrower may hereafter become indebted to the Lender for such further sums as may be advanced to or for the Borrower's account for taxes, insurance premiums, public assessments, repairs, or for any other purpose; and

WHEREAS, the Borrower desires and intends to secure any and all of said existing indebtedness and future advances and indebtedness by granting to Lender a Mortgage on the real property hereinafter described, which Mortgage shall be security for all obligations of the Borrower to Lender in the total principal amount of Fourteen Thousand and no/100 Dollars (\$ 14,000.00);

NOW, THEREFORE, KNOW ALL MEN, that the Borrower (jointly and severally if more than one), in consideration of the foregoing and also in consideration of the further sum of Three and No/100 (\$3.00) Dollars to the Borrower in hand well and truly paid by the Lender at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, TO SECURE TO LENDER the repayment of: (a) the indebtedness evidenced by the aforesaid Note, with interest thereon; (b) all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage and the performance of the covenants and agreements of Borrower herein contained; and (c) all other money heretofore or hereafter advanced by the Lender to or for the account of the Borrower and all other present or future direct or contingent liabilities and indebtedness of the Borrower to the Lender of any nature whatsoever to the fullest extent allowed by law, and any modifications, extensions, rearrangements or renewals of any of (a)-(c) (all hereinafter collectively called the "Obligations"), with the limitation that the total principal amount of said Obligations secured hereby shall not exceed the amount specified in the preceding paragraph, together with reasonable attorney's fees, court costs and expenses of whatever kind incident to the collection of any of said Obligations and the enforcement of the Mortgage interest created hereby, does hereby mortgage, grant bargain, sell and release unto the Lender, its successors and assigns, the following described real estate:

ALL my undivided one-fourth (1/4) interest in the following described property:

All that piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in Austin Township, Greenville County, State of South Carolina, near Bethel M. E. Church bounded now or formerly by lands of L. P. Burdette, G. H. Clark, A. D. Tanner and Earl Pike and others and having the following metes and bounds, to-wit:

BEGINNING at a pin and running thence S. 52 1/2 E., 13.91 to an iron pin; thence N. 59 3/4 E., 43 links to an iron pin; thence N. 33 1/2 E., 4.94 to an iron pin; thence N. 3/4 E., 7.41 to an iron pin; thence N. 30 3/4 E., 2.30 to stone in road (Tanner & Pike); thence along Tanner & Pike line N. 75 W., 260 to a stone at branch; thence S. 21 3/4 E., 11.50 to the beginning and containing 19 1/2 acres more or less; Less However, All that piece, parcel or lot of land heretofore conveyed to J. E. Ellison and Lucille Ellison, containing 1.09 acres.

This is the same property conveyed to the Mortgagor herein, and J. Henry Sitton, Jr., William R. Chapman, and Edward H. Hembree by deed of James L. Sanderson as Trustee, said deed being dated December 27th, 1976, and recorded Deed Book 1050 Page 869, on Feb. 11, 1977.

This mortgage is junior and subordinate to that certain mortgage given by James L. Sanderson, J. Henry Sitton, Jr., William R. Chapman and Edward H. Hembree to Frank A. Blakely, dated February 11, 1977, and recorded in the R.M.C. Office for Greenville County in Mortgage Book 1389, page 28, on Feb. 11, 1977.