803.1499 HSE272

Mortgage of Real Estate

the date hereof, the terms of said Note and any agreement modifying it

County of GREENVILLE

which is August 25, 1980

	THIS MORTGAGE made this 25th day of 19.80
7	by S-H & H Properties, A General Partnership
	(hereinafter referred to as "Mortgagor") and given to <u>Progressive Builders, Inc.</u>
ر آ ت	(hereinafter referred to as "Mortgagee"), whose address is 42 Sulpher Springs Road, Greenville
	South Carolina 29609 WITNESSETH
	THAT WHEREAS Progressive Builders, Inc.
	is indebted to Mortgagee in the maximum or no pai sum ofTen_Thousand_Five_Hundred
_	(\$10,500.00) Dollars (\$), which indebtedness is
,+ 	evidenced by the Note of S-H & H Properties, A General Partnership of even
_	date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of

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). (1) an future advances and readvances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesa d Note, or by other promissory notes, and all renewals and extensions thereof, and (ii) all other indebtedness of Mortgagor to Mortgagée, now or hereafter existing, whether direct or and rect, the maximum amount of an indebtedness outstanding at any one time secured hereby not to exceed ____ plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorneys fees lihas granted, bargained isold ireleased and by these presents does grant. pargain, sell and release unto the Mortgagee lits successors and assigns, the following described property

ALL that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, South Carolina, on the Southeastern side of Anderson Road (S.C. Highway 81) containing 0.777 acres, as shown on plat entitled "Property of Charles E. & Ella M. Miller, Estate of Marion T. Mathis, Sr., Greenville County, S.C." prepared by Dalton & Neves Co., Engineers, March, 1975, and having according to said plat the following metes and bounds, to wit: BEGINNING at an iron pin on the Southeastern side of Anderson Road (S.C. Highway 81) at the joint front corner of instant property and property of Tremarco Corporation and running thence along the common line of said property S 51-10 E. 85.88 feet to an iron pin; thence still with Tremarco Corporation line N 69-15 E. 85.88 feet to an iron pin at edge of White Horse Road (S.C. Highway By-Pass 25); thence along said White Horse Road S 20-27 E. 49.04 feet to a point; thence along the common line of instant property and Miller property S 50-59 W. 165 feet to an iron pin; thence still along Miller line S 20-27 E. 99.3 feet to a point; thence along the line of property of South Carolina National Bank of Charleston S 50-59 W. 25 feet to an iron pin; thence still with the line of property of South Carolina National Bank of Charleston N 47-37 W. 219.7 feet to an iron pin on the Southeastern side of Anderson Road; thence N 40-03 E. 73 feet to an iron pin; thence still with the said Anderson Road N 39-18 E 100.85 feet to an iron pin; the point of beginning, and being the same lot or tract of land conveyed unto Jirmie G. Smith and Charles L. Lyon by deeds of record in the Office of Register of Mesne Conveyance in Deed Book 1031, at Page 85, and Deed Book 1031, at Page 92.

This is the same property conveyed to Grantors by deed of Jimmie G. Smith, a/k/a Jimmy G. Smith, and Charles L. Lyon dated August 3, 1979, and recorded September 13, 1979 in the R.M.C. Office for Greenville County, S.C. in Deed Book 1111 at Page 470.

The lien of the within mortgage is junior in priority to the lien of that certain mortgage heretofore granted to Anderson Savings & Loan Association recorded February 3, 1976 in the Greenville County R.M.C. Office in Mortgage Book 1359 at Page 516.

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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 fextures rink or hereafter attached thereto. tail of the same being deemed part of the Property and included in any reference thereto: