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| THIS MORTGAGE made this <u>26th R.H.C</u> day of <u>October</u> , 19 | <del>8</del> 1 |
|----------------------------------------------------------------------|----------------|
| R & E Properties, A South Carolina Partnership                       |                |

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

(hereinafter referred to as "Mortgagee"), whose address is P. O. Box 1329, Greenville, S. C. 29603

## WITNESSETH:

THAT WHEREAS, R. & E. Properties, A South Carolina Partnership is indebted to Mortgagee in the maximum principal sum of \_\_\_\_ \_), which indebtedness is \_Dollars (\$.40,000.00\_ Forty Thousand & np/100evidenced by the Note of October 26, 1981

date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is seven years from date of closing after the date hereof, 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 \$... 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 tract of land, on Suber Road in Greenville County, S. C., according to a plat prepared by Kermit Could, R.L.S., and having the following metes and bounds to wit:

BECINNING at a center line of Suber Road at the joint front corner of the Mortgagors property and that of Jerry Runion and running thence with the Runion property, S. 57-15 E. 516 feet to an iron pin across a Creek; thence along said Creek, S. 19-03 W. 191.2 feet; thence continuing S. 13-21 W. 100 feet to an iron pin; thence with property of InterState Materials, Inc., N. 56-21 W. 367.22 feet; thence N. 33-05 E. 240 feet more or less to a point thirty feet southwest of the Jerry Runion property; thence N. 57-15 W. 230 feet to the center line of Suber Road; thence N. 33-05 E. thirty feet to the point of beginning.

Said property contains two acres more or less with improvements thereon and a thirty foot driveway from Suber Road back 230 feet.

This being a portion of the same property conveyed from Alexander James unto R & E Properties, A South Carolina Partnership, by deed recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 1140 at page 134, Jan. 5, 1981.

STATE OF SOUTH CAROLINA COUNTY OF CREENVILLE

(RELEASE OF MORTGAGE) XX

FOR VALUE RECEIVED, I, C. E. Runion, do hereby release and forever relinquish the property described in this mortgage from the lien of that certain mortgage held by me in the original sum of \$12,500.00 and recorded in the R.M.C. Office for Greenville County, S. C. In Mortgage Book 1502 at page 833, recorded the 9th day of May, 1981. IN WINESS WHEREOF, I have hereunto set my hand and seal this 30th day of Octob

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Sworn/to and subscribed before me this 30 3day of October, 1981

Notary Public for South Carolina Commission Expires: 57-2/54

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);

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