

State of South Carolina

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Mortgage of Real Estate



County of GREENVILLE)

THIS MORTGAGE made this 5 day of August, 19 82

by Richard J. Whelan & Gloria M. Whelan

(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. 29602

WITNESSETH:

THAT WHEREAS, Richard J. Whelan & Gloria M. Whelan

is indebted to Mortgagee in the maximum principal sum of FIFTEEN THOUSAND TWO HUNDRED SEVEN AND 08/100 Dollars (\$ 15,207.08), Which indebtedness is

evidenced by the Note of Richard J. Whelan & Gloria M. Whelan of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note, (the final maturity of which is 180 days from date 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 \$ 15,207.08, 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 situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 13 of a subdivision known as Pebble Creek, Phase I as shown on plat thereof being recorded in the RMC Office of Greenville County in Plat Book 5D at pages 1-5 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Honeybee Lane, joint front corner of Lots 12 and 13, and running thence along said Honeybee Lane, N. 31-18 W. 50.0 feet to an iron pin; thence continuing along said Honeybee Lane, N. 18-34 W. 50.0 feet to an iron pin; thence continuing along said Honeybee Lane, N. 5-11 W. 55.2 feet to an iron pin; thence continuing along said Honeybee Lane, N. 1-51 84.15 feet to an iron pin, joint front corner of Lots 13 and 14; thence turning and running along the common line of said Lots, S. 76-12 W. 144.0 feet to an iron pin, thence turning and running along the common line of Lots 12 and 13, S. 25-49 W. 222.09 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of John A. Bolen, Inc., dated September 25, 1980 as recorded in Deed Book 1134 at page 351.

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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 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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