

State of South Carolina

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GREENVILLE  
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BOOK 1328 PAGE 24  
Mortgage of Real Estate



County of GREENVILLE

THIS MORTGAGE made this 15th day of September, 1983

by Peace-Hagood Associates, A South Carolina General Partnership,

(hereinafter referred to as "Mortgagor") and given to SOUTHERN BANK & TRUST CO., as Executor and Trustee under the Will of Mary Mills Roberson,  
(hereinafter referred to as "Mortgagee"), whose address is P. O. Box 1329, Greenville, South

Carolina 29602

WITNESSETH:

THAT WHEREAS, Peace-Hagood Associates, A South Carolina General Partnership,  
is indebted to Mortgagee in the maximum principal sum of Forty Thousand and No/100-----  
-----Dollars (\$ 40,000.00---), which indebtedness is  
evidenced by the Note of Peace-Hagood Associates, A South Carolina General Partnership, of even  
date herewith, said principal (plus interest thereon) being payable as provided for in said Note. (the final maturity of 3/15/84  
which is six months 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 \$ 40,000.00, 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 tract of land, together with all improvements thereon, situate, lying and being on the Northwestern side of Mills Avenue (Business U. S. 29), in the City of Greenville, County of Greenville, State of South Carolina, containing 1.30 acres, more or less, and being shown and designated on plat entitled Survey for Peace-Hagood Associates, dated June 3, 1983, revised September 1, 1983, prepared by Carolina Surveying Co., and recorded in the RMC Office for Greenville County, S. C. in Plat Book 9-Q, at Page 97, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Northwestern side of Mills Avenue (Business U. S. 29), at the joint front corner of the premises herein described and property now or formerly of M. C. Carter, and running thence with the line of property now or formerly of Carter, N. 38-50 W. 175.4 feet to an iron pin at the corner of property now or formerly of Dianne G. Bailey; thence with the line of property now or formerly of Bailey, the following courses and distances: N. 17-22 W. 25.5 feet to an iron pin; thence N. 57-12 E. 4.6 feet to an iron pin; thence N. 17-10 W. 150.5 feet to a point in concrete sidewalk on the Southern side of Otis Avenue; thence with the Southern side of said sidewalk, N. 71-35 E. 173 feet to an iron pin at the joint rear corner of the premises herein described and property now or formerly of V. M. and Rose T. Moore; thence with the line of property now or formerly of Moore, the following courses and distances: S. 17-56 E. 97.7 feet to an iron pin; thence S. 18-34 E. 27.4 feet to an iron pin; thence S. 17-18 E. 26.1 feet to an iron pin; thence S. 35-40 E. 145.1 feet to an iron pin on the Northwestern side of Mills Avenue (Business U. S. 29); thence with the Northwestern side of Mills Avenue (Business U. S. 29), S. 53-52 W. 169.9 feet to the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Southern Bank and Trust Company, as Executor and Trustee under the Will of Mary Mills Roberson, dated September 15, 1983, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1196, at Page 391, on September 16, 1983.

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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