

State of South Carolina

FILED
GREENVILLE CO. S.C.

Vol. 1852 p. 268

Mortgage of Real Estate



County of GREENVILLE & SPARTANBURG

Ward 5, 3 42 PM '84

DONNIE S. TANKERSLEY

THIS MORTGAGE made this 14th day of P.H.S. March, 1984

by Rick A. Setzer and Sue Lynn Setzer

(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, South Carolina 29602

WITNESSETH:

THAT WHEREAS, Rick A. Setzer and Sue Lynn Setzer

is indebted to Mortgagee in the maximum principal sum of Two Hundred Twenty-five Thousand and No/100 ----- Dollars (\$ 225,000.00), Which indebtedness is evidenced by the Note of March 14, 1984 of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note, (the final maturity of 9-10-86 which is 180 days 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 \$ 225,000.00 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 those certain pieces, parcels or lots of land situated in Greenville and Spartanburg Counties in the State of South Carolina, as shown on a plat of survey of Ellison D. Smith, III and Louise C. Smith, dated December 27, 1973, recorded in the RMC Office for Greenville County, South Carolina in Plat Book 5F at Page 13 and in the RMC Office for Spartanburg County, South Carolina in Plat Book 72 at Page 422, as revised on the date shown on said plat, with said parcels lying in Greenville County consisting of 11.40 acres, 48.53 acres, and 20.33 acres and with the parcels lying in Spartanburg County consisting of 18.73 acres, 7.64 acres, and 4.42 acres, being more fully described according to said plat by metes and bounds as follows:

BEGINNING at a point in Greenville County on the southern boundary of the property described herein in the joint line of property now or formerly owned by J. Harvey Cleveland, et al, with said point also being the joint corner of properties now owned by Ellison D. Smith, III and running thence N 20-00 E 222 feet to an iron pin; thence N 6-54 E 1,856.8 feet to a point in the center of Enoree River; thence to a point on the bank of the Enoree River, N 6-54 E 40 feet to a point; thence N 5-46 E 265.1 feet to an iron pin, which iron pin is located in Spartanburg County in the joint line of property now or heretofore owned by Ward or Satterfield; thence S 76-45 E 104.3 feet to an iron pin; thence S 76-47 E 105 feet to an iron pin; thence S 76-42 E 186.9 feet to an iron pin; thence N 86-12 E 84.8 feet to an iron pin; thence crossing a branch S 36-04 E 177.6 feet to an iron pin; thence S 57-54 E 222 feet to an iron pin; thence S 38-59 E 136 feet to an iron pin; thence S 57-14 E 64 feet to an iron pin; thence S 67-24 E 125 feet to an iron pin; thence crossing a branch N 84-26 E 74 feet to an iron pin; thence S 7-56 W 116 feet to an iron pin; thence crossing another branch S 33-10 E 270.4 feet to an iron pin located on the joint corner of property now or heretofore owned by Satterfield and Mahaffey; thence S 5-38 E 93.7 feet to an iron pin; thence S 15-25 E 128 feet to an iron pin; thence S 10 E 100 feet to an iron pin; thence S 4-00 W 127 feet to an iron pin; thence S 7-15 W 165 feet to an iron pin; thence S 30-45 E 88 feet to an iron pin; thence N 67-15 E 149 feet to an old iron pin; thence S 33-59 W 34 feet to an old iron pin (which old iron pin is located N 25-57 E 195.1 feet from an old stone lying alongside the Enoree River); thence N 54-33 E 133.6 feet to an old iron pin lying in the joint line of property now or heretofore owned by Vaughn; thence S 17-10 W 143.7 feet to an iron pin; thence S 11-45 W 83 feet to an iron pin; thence S 13-15 E 98 feet to the joint corner of Vaughn and Mahaffey; thence S 42-15 E 108 feet to an iron pin; thence S 47-20 E 149.7 feet to an iron pin; thence S 51-33 E 94 feet to an iron pin; thence S 33-33 E 88 feet to an iron pin; thence S 86-33 E 105 feet to an iron pin; thence S 18-48 E 172.2 feet to an iron pin; thence S 60-10 E 165 feet to an iron pin; thence S 80-38 E 220.2 feet to an iron pin; thence S 75-58 E 137.4 feet to an iron pin; thence S 64-46 E 142 feet to an iron pin; thence N 61-59 E 100.5 feet to an iron pin; thence N 40-44 E 127 feet to an iron pin; thence N 45-14 E 118 feet to an iron pin; thence N 82-14 E 76 feet to an old iron pin; thence S 45-04 W 170.3 feet to an iron pin; thence S 22-25 W 194 feet to an old iron pin; thence S 1-40 W 140 feet to an old iron pin; thence S 1-30 E 65.5 feet to an old iron pin; thence S 20-26 E 72.9 feet to an old iron pin; thence S 38-05 E 140 feet to an iron pin; thence S 32-15 E 134.8 feet to an iron pin; thence S 55-32 E 152 feet to an iron pin; thence S 65-20 E 190.3 feet to an iron pin; thence S 49-55 E 198.3 feet to an iron pin; thence N 73-55 E 80 feet to an iron pin; thence N 88-55 E 102 feet to an iron pin;

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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