

State of South Carolina

County of Greenville

GREENVILLE CO. S. C.  
JAN 29 12 34 PM '81  
DONNIE S. TANKERSLEY  
R.M.C.

BOOK 1531 PAGE 120

Mortgage of Real Estate



THIS MORTGAGE made this 29th day of January, 19 81,

by CHARLES F. SIMS, JR.

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

(hereinafter referred to as "Mortgagee"), whose address is Greenville, South Carolina

WITNESSETH:

THAT WHEREAS, Charles F. Sims, Jr.

is indebted to Mortgagee in the maximum principal sum of Eighty Thousand and 00/100ths Dollars (\$ 80,000.00 ), which indebtedness is evidenced by the Note of Charles F. Sims, Jr. of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is 270 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 \$ 80,000.00, 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 lot of land with the buildings and improvements thereon, lying and being on the northwesterly side of Sweetwater Road, near the City of Greenville, South Carolina, being known and designated as Lot No. 456 on plat entitled "Map 2, Section 2, Sugar Creek," as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 7-X at Page 19, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly side of Sweetwater Road, said pin being the joint front corner of Lots 456 and 457 and running thence with the northwesterly side of Sweetwater Road N. 24-23-37 E., 70 feet to an iron pin; thence continuing with said road N. 25-40-13 E., 21.57 feet to an iron pin, the joint front corner of Lots 455 and 456; thence with the common line of said lots N. 63-03-10 W., 202.84 feet to an iron pin, the joint rear corner of Lots 455 and 456; thence S. 15-51 W., 101.73 feet to an iron pin, the joint rear corner of Lots 457 and 456; thence with the common line of said lots S. 65-36-23 E., 187.05 feet to an iron pin, the point of beginning.

This being the same property conveyed to Mortgagor herein by deed of John Cothran Company, Inc., a South Carolina Corporation, M. Graham Proffitt, III, and Ellis L. Darby, Jr., of even date, to be recorded herewith.

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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