

State of South Carolina

County of GREENVILLE

REC'D
S.C.
MAR 17 PM '82
R.M.C. SHERSLEY

BOOK 1565 PAGE 237
Mortgage of Real Estate



THIS MORTGAGE made this 5th day of March, 19 82,

by Johnny H. Hyatt and Sharon K. Hyatt

(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, Johnny H. Hyatt and Sharon K. Hyatt (husband and wife) is indebted to Mortgagee in the maximum principal sum of Twenty One Thousand Four Hundred Thirty Six and 80/100 Dollars (\$ 21,436.80), which indebtedness is evidenced by the Note of Johnny H. Hyatt and Sharon K. Hyatt of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is March 15, 1987 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 \$ 21,436.80 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 lot of land in the County of Greenville, State of South Carolina containing 7.65 acres, more or less, as shown on plat of Harold Hyatt, recorded in the R.M.C. Office in plat book "4-0" page 349 and having the following metes and bounds, to-wit:

Beginning at an iron pin in the center of Old Saluda Dam Road, at the corner of property conveyed to James and Donna Hyatt, and running thence S 70-44 E 292.2 feet to an iron pin; thence S 19-00 E 155 feet to an iron pin; thence S 3-00 W 163.6 feet to an iron pin; thence S 3-00 E 275 feet to an iron pin; thence along the line of property sold to Western Carolina Regional Sewer Authority, in a westerly direction, approximately 225 feet; thence N 27-30 W 500 feet to an iron pin in Old Saluda Dam Road; thence with the center of said road N 37-41 E 100 feet to an iron pin; thence N 30-01 E 71 feet to an iron pin; thence N 25-11 E 110.2 feet to the point of beginning. This property is subject to a right-of-way to Duke Power company and to three rights-of-way to Western Carolina Regional Sewer Authority, as will appear of record.

This is a portion of the property conveyed to us by Harold L. Hyatt, et al. in deed book 1042, page 670.

MAR 15 1982 1 1956

STATE OF SOUTH CAROLINA
SOUTHERN BANK & TRUST CO. MORTGAGEE
DOCUMENTARY STAMP
MAR 15 1982 08 30

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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