

State of South Carolina (S.C.)

Mortgage of Real Estate



County of Greenville, S.C. '82

THIS MORTGAGE made this 14th day of June, 1982

by Nichols-Chapman Realtors, a S.C. General Partnership

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

(hereinafter referred to as "Mortgagee"), whose address is P.O. Box 404, Easley, South Carolina

WITNESSETH:

THAT WHEREAS, Nichols-Chapman Realtors, a S.C. General Partnership is indebted to Mortgagee in the maximum principal sum of Eighteen Thousand and no/100 Dollars (\$ 18,000.00), Which indebtedness is evidenced by the Note of Nichols-Chapman Realtors, a S.C. General Partnership of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note, (the final maturity of which is ninety (90) 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 \$ 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 piece, parcel or lot of land, with all improvements thereon, situate, lying and being near the City of Greenville, Greenville County, South Carolina, and being more particularly described as Lot 64, Section 1, as shown on a plat entitled "Subdivision of Village Houses, F.W. Poe Mfg. Co., Greenville, S.C." made by Dalton & Neves, dated July, 1950 and recorded in the R.M.C. Office for Greenville County in Plat Book 6, at Pages 26-31, inclusive. According to said plat the within described lot is also known as No. 16 Second Avenue, and fronts thereon 85 feet.

This property is subject to any and all easements and rights of way for roads, utilities, drainage, etc. as may appear of record and/or on the premises and to any covenants, restrictions or zoning ordinances affecting such property as appear of record. This property is specifically subject to those certain restrictions recorded in the Office of R.M.C. Office for Greenville County, S.C. in Book 420, at Page 195.

This is the identical tract of land conveyed to Mortgagors herein named by deed of this date from Mack F. Duncan, Chairman, Carl W. Satterfield, Assoc. Chairman, Harold Jennings, Steve Carter, E. W. Wright, Robert Phillips and Oscar Bayne, Deacons of Poe Baptist Church and being recorded in the office of the R.M.C. for Greenville County, S.C. in Deed Book 1169, at Page 593.

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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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