101:1631 HATE 72 State of South Carolina Mortgage of Real Estate 300x 84 race 636 **GREENVILLE** County of October THIS MORTGAGE made this 14th Q. R. FOXX PROPERTIES, A SOUTH CAROLINA PARTNERSHIP (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. Q. R. Foxx Properties, A South Carolina Partnership, is indebted to Mortgagee in the maximum principal sum of Forty-One Thousand Five Hundred and No/100 Dollars (\$ 41,500,00---), Which indebtness is date herewith, said principal (plus interest thereon) being payable as provided for in said Note, (the final maturity of 12/12/83which is _____ ninety (90) 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 \$ 41,500,00---- 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 lot of land, with the buildings and improvements thereon, situate, lying and being at the Southeast corner of the intersection of the Second Avenue and Seventh Street, near the City of Greenville, in Greenville County, South Carolina, in the Judson Mills Village, being shown as portion of Lot No. 20 on plat of Section 4 of Judson Mills Village, made by Dalton & Neves. MAR 1 1984 7

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