

State of South Carolina )

Mortgage of Real Estate



County of GREENVILLE )

THIS MORTGAGE made this 10th day of May, 1982

by EDWARD L. THOMAS and IRENE K. THOMAS

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

(hereinafter referred to as "Mortgagee"), whose address is Post Office Box 1329, Greenville, South Carolina, 29602

WITNESSETH:

THAT WHEREAS, Edward L. Thomas and Irene K. Thomas is indebted to Mortgagee in the maximum principal sum of One Hundred Eighty-Five Thousand and No/100 Dollars (\$ 185,000.00), which indebtedness is evidenced by the Note of Edward L. Thomas and Irene K. Thomas of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is 9/1/85, 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 \$ 185,000.00 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 all improvements thereon, being known and designated as Lot No. 209, of Chanticleer, Section VII, lying on the Northern side of the right-of-way of Chapman Road, as shown on plat entitled "Chanticleer, Section VII", prepared by Webb Surveying & Mapping, dated April 1975, recorded in the Greenville County RMC Office in Plat Book 5D at Page 74, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the Northern side of the right-of-way of Chapman Road at the joint front corner of the within lot and Lot No. 208 and running thence along said right-of-way S. 8143 E., 130 feet to a point at the joint front corner of the within lot and Lot No. 210; thence running along the joint line of said lots N. 14-11 E., 219.3 feet to a point at the joint rear corner of said lots; thence running N. 78-14 W., 90 feet to a point; thence running N. 83-22 W., 70 feet to a point at the joint rear corner of the within lot and Lot No. 208; thence running S. 6-25 W., 221.8 feet to a point at the joint front corner of said lots on the Northern side of the right-of-way of Chapman Road, the point and place of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Chanticleer Real Estate Co., recorded in the Greenville County RMC Office in Deed Book 1166 at Page 643 on May 10, 1982.

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DOCUMENTARY 185,000

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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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