

300-1628 43134

State of South Carolina

GREENVILLE

Mortgage of Real Estate



County of GREENVILLE

SEP 29 2 51 PM '83

THIS MORTGAGE made this 29TH day of September, 19 83

by R. Jack Dill and Lachlan L. Hyatt

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

(hereinafter referred to as "Mortgagee"), whose address is East North Street, Greenville, S.C.

WITNESSETH:

THAT WHEREAS, R. Jack Dill and Lachlan L. Hyatt is indebted to Mortgagee in the maximum principal sum of Two Hundred Seventy-five Thousand and no/100 Dollars (\$275,000.00), Which indebtedness is evidenced by the Note of R. Jack Dill and Lachlan L. Hyatt of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note, (the final maturity of 3-27-87 which is 42 months 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 \$ 275,000.00 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 piece, parcel or lot of land, containing 40,434.31 square feet, more or less, situate, lying and being at the Southwestern corner of the intersection of Lowndes Hill Road and Grand Avenue, in the City of Greenville, County of Greenville, State of South Carolina, and having, according to a plat prepared by Jones Engineering Service, dated October 29, 1981, entitled "Property of Roy J. Dill", recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 8-X at page 37, the following metes and bounds:

BEGINNING at an iron pin at the Southwestern corner of the intersection of Lowndes Hill Road and Grand Avenue, and running thence with the Western edge of the right of way for Grand Avenue S. 20-08 W. 340 feet to an iron pin; thence S. 70-29 W. 120.2 feet to an iron pin; thence N. 20-80 W. 184.3 feet to an iron pin; thence N. 16-59 W. 160.3 feet to an iron pin on the Southern edge of the right of way for Lowndes Hill Road; thence with the Southern edge of the right of way for Lowndes Hill Road N. 72-39 E. 111.4 feet to the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of Lachlan L. Hyatt, dated March 19, 1982, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1180 at page 745 on January 12, 1983.

RECORDED IN THE R.M.C. OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA, ON SEP 29 1983 AT 2 51 PM. \$110.00

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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2326-RV-21