

State of South Carolina

FILED
GREENVILLE CO S.C.

Mortgage of Real Estate



County of GREENVILLE

THIS MORTGAGE made this 30th day of December, 1983

by James W. Fayssoux, Stuart G. Anderson, Jr. and Charles C. Fayssoux

(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, James W. Fayssoux, Stuart G. Anderson, Jr. and Charles C. Fayssoux is indebted to Mortgagee in the maximum principal sum of Fifty Thousand and No/100----- Dollars (\$ 50,000.00), Which indebtedness is evidenced by the Note of James W. Fayssoux and Stuart G. Anderson, Jr. of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note, (the final maturity of 1-30-89 which is five (5) years after the date hereof) the terms of said Note and any agreement modifying it are incorporated herein by reference.

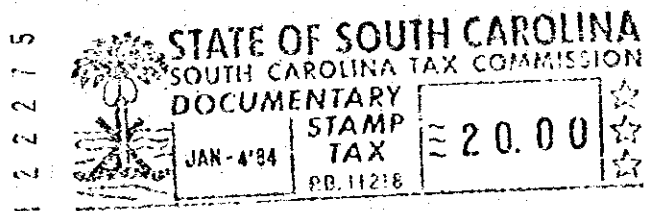
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate 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 certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, having the following metes and bounds, to-wit:

BEGINNING at a stake on the southeastern corner of Lavinia Avenue and running thence with East Avenue, N. 80 degrees E. 155 feet to a stake on a 10 foot alley; thence with said alley, S. 21 degrees 45 E. 53 feet to a stake, corner of Lot 27; thence with the line of Lot 27, S. 76 degrees 30 W. 155 feet to a stake on Lavinia Avenue; thence with Lavinia Avenue, N. 21 degrees 45 W. 55 feet to the beginning corner; being Lot 28 of the Rowley Estate as shown on plat recorded in Plat Book "C" at Page 5 in the RMC Office for Greenville County.

This being the same property acquired by the Mortgagor, James W. Fayssoux, by deed of Charles C. Fayssoux recorded in Deed Book 1177 at Page 340 in the RMC Office for Greenville County and by Mortgagor, Stuart G. Anderson, Jr., by deed of Charles C. Fayssoux as recorded in Deed Book 1177 at Page 341 in the RMC Office for Greenville County and by the Mortgagor, Charles C. Fayssoux, by deed of Henry J. Winn, Jr. and Jane W. Pollitzer recorded in Deed Book 1132 at Page 907.

Nov. 16, 1982



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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