THE PALMETTO BANK

State of South Carolina County of GREENVILLE

Mortgage of Real Estate 12 1007 1011

THIS MORTGAGE is dated

THE "MORTGAGOR" referred to in this Mortgage

29644 South Carolina North Main Street, whose address is _

THE "MORTGAGEE" is The Palmetto Bank

North Weston Street, Fountain Inn, South Carolina 29644 whose address is _

John Burry THE "NOTE" is a note from ___

to Mortgagee in the amount of \$ 40,000.00 dated June 8 Note and any documents renewing, extending or modifying it and any notes evidencing future advances are all referred to as the "Note" and are considered to be a part of this Mortgage. The

19 89 The amount of debt secured by final maturity of the Note is _______ June 8, this Mortgage, including the outstanding amount of the Note and all Future Advances under

paragraph 13 below, shall at no time exceed \$ 40,000.00 , plus interest, attorneys' fees not to exceed fifteen (15%) per cent of the unpaid debt, and court costs incurred in collection of amounts due hereunder, and Expenditures by Mortgagee under paragraph 5 below. Interest under the Note will be deferred, accrued or capitalized, but Mortgagee shall not be required to defer, accrue or capitalize any interest except as provided in the Note.

THIS MORTGAGE is given to secure to Mortgagee the repayment of the following amounts, with interest: (a) the indebtedness evidenced by the Note; (b) any Future Advances made under paragraph 13 below; (c) Expenditures by Mortgagee under paragraph 5 below; and (d) attorneys' fees, court costs and other amounts which may be due under the Note and this Mortgage. In consideration of the above indebtedness and for other valuable consideration which Mortgagor acknowledges receiving, Mortgagor does hereby mortgage, grant and convey to Mortgagee, and the Mortgagee's heirs, successors and assigns, the following described property:

ALL that piece, parcel or lot of land, with all improvements htereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Town of Fountain Inn, and shown as Lots Numbered 2 and 3 on a Plat of Lurea M. Drummond, by W. J. Riddle, dated October 9, 1951, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southern side of the right-of-way of North Main Street (Highway 14, formerly U.S. Highway 276) at the joint corner of property, now or formerly of Mack Fowler, and running thence with the Fowler line, S. 26-33 W., 287.4 feet to an iron pin on the Northern side of Givens Street; thence along the side of said Street, S. 63-45 E., 85 feet to an iron pin; thence along the line of Alberson (lot 4) and property of Grigsby (lot 1), N. 26-33 E., 286.5 feet to an iron pin on the Southern side of the right-of-way of North Main Street; thence with the side of said Street, N. 63-02 W., 85 feet to an iron pin at the point of beginning.

This being the same property conveyed to the Mortgagor herein by deed of John Burry, Trustee of the Profit Sharing Plan and Trust of John Burry, D.M.D., P.A. dated July 1, 1973 and recorded in the RMC Office for Greenville County in Deed Book 1046 at Page 47 on November 12, 1976.

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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);