

State of South Carolina

Mortgage of Real Estate



County of GREENVILLE

THIS MORTGAGE made this 13th day of November, 1984.by Charles W. Rosson and Marian H. Rosson(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, Charles W. Rosson and Marian H. Rosson
is indebted to Mortgagee in the maximum principal sum of Eighty Thousand and no/100
Dollars (\$ 80,000.00), Which indebtedness is
evidenced by the Note of Mortgagors' of even
date herewith, said principal (plus interest thereon) being payable as provided for in said Note, (the final maturity of 11-15-1989
which is Five 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 \$ 80,000.00, 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, together with all improvements situate thereon, lying and being in the City and County of Greenville, State of South Carolina, lying on the western edge of Kellett Park Drive, and being shown and designated as Lot No. 17 on plat entitled, "Section Three, Kellett Park", prepared by C. O. Riddle, RLS, dated April 20, 1984, recorded in the RMC Office for Greenville County in Plat Book 10-M at Page 8 and having, according to said plat, the following metes and bounds, to-wit:

Beginning at a point on the western edge of the right-of-way of Kellett Park Drive, at the joint front corner of Lots 16 and 17, and running thence, with the joint line of said lots, S. 89-45-09 W., 111.5 feet to a point in the line of Colonial Estates Subdivision; thence, N. 19-35-59 W., 138.5 feet to a point in the line of other property of the Grantor; thence N. 88-25-50 E., 31.11 feet to a point; thence S. 65-18-47 E., 155.34 feet to a point on the western edge of the right-of-way of Kellett Park Drive; thence, along the western edge of the right-of-the way of Kellett Park Drive, the chord of which is S. 12-13-11 W., 67.49 feet to a point at the joint front corner of Lots 16 and 17, the point and place of beginning.

SUBJECT TO a special easements specifically reserved by the Grantor as provided by Article VIII, Section 3 of the Declaration of Covenants, Conditions and Restrictions for Kellett Park, heretofore recorded in the Greenville County RMC Office, for the purposes and under the conditions as are therein set forth, said easement being on the northern edge of the property line, and being shown as the shaded area No. 1 on Exhibit A, attached hereto and incorporated herein by reference.

This conveyance is made subject to all easements, conditions, covenants, restrictions and rights-of-way which are a matter of public record and/or actually existing upon the ground affecting the above described property and specifically to a 10 foot drainage easement along the northern edge of the property and a 25 foot drainage easement, a portion of which is along the northern edge of the property and subject to a concrete block wall running along the northern property line.

This being the same property conveyed to the Mortgagor herein by deed of Kellett Park, Inc., recorded in the RMC Office for Greenville County in Deed Book 1226 at Page 343 on Nov. 14, 1984.

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):