

State of South Carolina

Mortgage of Real Estate



County of GREENVILLE

THIS MORTGAGE made this 22nd day of June 19 84

by Gary G. Marshall and Karen S. Marshall

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

(hereinafter referred to as "Mortgagee"), whose address is P. O. Box 1329, Shelter 1 Centre, Greenville, South Carolina, 29602

WITNESSETH:

THAT WHEREAS Gary G. Marshall and Karen S. Marshall are indebted to Mortgagee in the maximum principal sum of One Hundred Thousand One and no/100 Dollars (\$100,001.00). Which indebtedness is evidenced by the Note of Gary G. Marshall and Karen S. Marshall of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note. (the final maturity of which is June 30, 1989 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 \$100,001.00 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 any and all improvements thereon, being shown and designated as Lot No. 43 on a plat of 1200 PELHAM PHASE TWO, SECTION ONE, by Arbor Engineering, Inc., dated February 2, 1984, and recorded in Plat Book 9-W at Page 87, which Plat is incorporated herein by reference.

The above-described property is subject to that certain Declaration of Covenants, Conditions, and Restrictions for 1200 Pelham, dated and recorded May 17, 1983 in Deed Book 1188 at Pages 371-406, and dated February 21, 1984, recorded February 23, 1984 in Deed Book 1206 at Page 757, all in the R.M.C. Office for Greenville County.

This conveyance is subject to all restrictions, set back lines, roadways, zoning ordinances, easements and rights of way, if any, affecting the above-described property.

This is the identical property conveyed to the Mortgagors by College Properties, Inc. by Deed recorded simultaneously herewith.

The above-described property is located in Greenville County, South Carolina. All documents are recorded in the R.M.C. Office for Greenville County.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
JUN 22 1984
STAMP TAX \$40.04

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20-028

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