

GREENVILLE CO. S. C.

Bankers Trust of South Carolina
P. O. Box 608
Greenville, S. C. 29602

1359 850

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Jimmy Rogers, James B. Rogers, Jr., and Staunton Bridge Investment Co., Inc. (hereinafter referred to as Mortgagor) is well and truly indebted unto Bankers Trust of South Carolina

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of One Hundred Thirty-five Thousand and no/100 Dollars \$135,000.00 due and payable

in eighty-three (83) consecutive monthly payments of Two Thousand Two Hundred and no/100 (\$2,200.00) Dollars each to be applied first to interest and then to principal, the first payment to be due March 16, 1977, and each month thereafter with remaining principal balance plus interest due in full February 16, 1984,

Bankers Trust prime rate plus 2% adjusted daily, with interest thereon from date at the rate of

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, near the city of Greenville, and according to a plat entitled Property of Jimmy Rogers and Staunton Bridge Investment Co., Inc., by W. R. Williams, Jr., Engineer, dated January 28, 1977, recorded in Plat Book 5X at Page 25, being 11.43 acres and according to said plat having the following metes and bounds, to-wit: BEGINNING at an iron pin at the intersection of Reid School Road and Wade Hampton Boulevard and running along Reid School Road N. 65-24 W. 91.2 feet to an iron pin; thence N. 53-30 E. 138.4 feet to an iron pin; thence N. 55-53 W. 247.3 feet to an iron pin; thence N. 86-50 W. 71.2 feet to an iron pin; thence S. 33-58 W. 120.9 feet to an iron pin; thence S. 9-08 E. 80.6 feet to an iron pin; thence N. 57-41 W. 78.4 feet to an iron pin; thence N. 56-04 W. 110.2 feet to an iron pin; thence N. 32-30 W. 91.5 feet to an iron pin; thence N. 4-43 E. 62 feet to an iron pin; thence N. 53-45 W. 166 feet to an iron pin; thence N. 13-10 W. 165 feet to an iron pin; thence N. 26-30 E. 96 feet to an iron pin; thence S. 74-48 E. 110.7 feet to an iron pin; thence N. 87-30 E. 255 feet to an iron pin; thence N. 88-15 E. 200 feet to an iron pin; thence S. 83-45 E. 83 feet to an iron pin; thence S. 41-40 E. 100 feet to an iron pin; thence S. 43-50 E. 146 feet to an iron pin; thence S. 17-48 E. 353.8 feet to an iron pin on the northern side of Wade Hampton Boulevard; thence running with Wade Hampton Boulevard S. 54-57 W. 341.4 feet to an iron pin; thence N. 88-40 W. 82.6 feet to an iron pin, the point of beginning. THIS being the property conveyed to Staunton Bridge Investment Company, Inc. and James B. Rogers, Jr. by deed of Delphin Ansel Burdette, Jr. recorded in the R.M.C. Office for Greenville County July 21, 1976, in Deed Book 1039 at page 974, and the property conveyed to Jimmy Rogers by deed of Delphin Ansel Burdette, Jr. recorded August 17, 1973, in Deed Book 981 at page 795, and the property conveyed to Jimmy Rogers by deed of Winfred L. Littleton recorded June 9, 1972, in Deed Book 946 at page 50.

Mortgagor reserves the right of anticipation without penalty.

Mortgagee does hereby grant to Mortgagor the right to release property from this mortgage on a release price basis of \$9,000.00 per acre, with the exception of that portion of property fronting on Wade Hampton Boulevard 424 feet to a depth of 200 feet on each side.

WHEREAS, Yesterday's, Inc. has executed a note to Bankers Trust of South Carolina this date under the same terms and conditions as this mortgage, and

WHEREAS, Bankers Trust has required that said note be secured by this mortgage,

WHEREAS, in order to secure said note and in order to induce Bankers Trust to extend credit to Yesterday's, Inc., the undersigned agree to execute and deliver this mortgage to Bankers Trust securing said note.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

DOCUMENTARY
STAMP

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