

State of South Carolina

Mortgage of Real Estate

County of Greenville

FILED GREENVILLE CO. S.C.

THIS MORTGAGE made this 26th day of January, 1978

by Billy Henderson

(hereinafter referred to as "Mortgagor") and given to Bankers Trust of South Carolina

(hereinafter referred to as "Mortgagee"), whose address is 1322 West Poinsett Street, Greer, South Carolina

WITNESSETH:

THAT WHEREAS, Billy Henderson 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 Billy Henderson of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is 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 \$ 50,000.00 plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorneys 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 piece, parcel or tract of land as shown on a plat captioned "Survey for Billy Henderson" dated February 7, 1972, said plat being prepared by Piedmont Engineers & Architects, as containing 5.77 acres, and having according to said plat, the following notes and bounds, to-wit:

BEGINNING at an iron pin on the right-of-way of U. S. Highway 29 (Wade Hampton Boulevard) and running thence with said right-of-way N. 67-09 E. 329.5 feet to an iron pin; thence turning and running with property now or formerly of Gemill S. 22-53 E. 118.9 feet to a point; thence turning and running S. 67-07 W. 10.0 feet; thence turning and running S. 22-53 E. 61.88 feet; thence turning and running N. 67-07 E. 10 feet; thence turning and running S. 22-53 E. 135.1 feet to the center line of Old Taylors Bridge Road; thence turning and running with the center line of Old Taylors Bridge Road S. 28-18 W. 139.55 feet to a point at the center line of said road; thence turning and running with the property now or formerly of J. A. Hull S. 76-32 W. 148.0 feet; thence continuing with property now or formerly of Ida Bruton N. 77-36 W. 110.0 feet to an iron pin; thence continuing with said Bruton property N. 77-59 W. 327.4 feet to an iron pin; thence turning and running S. 28-57 W. 152.5 feet to an iron pin; thence turning and running with property now or formerly of Brown and Clayton N. 81-17 W. 222.7 feet to an iron pin on the easterly side of a drive; thence turning and running with the right-of-way of the easterly side of said drive N. 52-22 W. 135.9 feet to an iron pin at the point of beginning.

This mortgage is made subject to any restrictions, rights-of-way, easements or agreements affecting the property that may appear of record and/or apparent from a physical examination of the premises mortgaged.

Derivation: Harry P. Gemill, April 19, 1972, Deed Book 941, Page 332.

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Handwritten notes and stamps, including a date stamp 'JAN 20 1978'.

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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