

Mailing address: P. O. Box 608, Greenville, S. C. 29602

State of South Carolina (GREENVILLE CO. S. C.)

FILED 1438 12 28 1982

County of GREENVILLE

Mortgage of Real Estate

THIS MORTGAGE made this 17th day of July, 1978.

by David E. Stewart and Virginia H. Stewart

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

(hereinafter referred to as "Mortgagee"), whose address is P. O. Box 608, Greenville, S. C. 29602

WITNESSETH:

THAT WHEREAS, David E. Stewart and Virginia H. Stewart (and Stewart's Pantry, Inc.) is indebted to Mortgagee in the maximum principal sum of Seventy Thousand and No/100 Dollars (\$ 70,000.00), which indebtedness is evidenced by the Note of the above mentioned parties of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is September 17, 1983 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 \$ 70,000.00 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 lot of land situate, lying and being in Greenville County, South Carolina, and being shown as Lot Number 70, Section 1 on a plat of Chanticleer recorded in the RMC Office for Greenville County in Plat Book "YY", Page 97, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwesterly side of West Seven Oaks Drive at the joint front corner of Lots 70 and 71, and running thence with the common line of said lots, S. 46-31 W. 188.4 feet to an iron pin; thence N. 52-12 W. 204 feet to an iron pin; thence N. 66-03 E. 247.9 feet to an iron pin on the southwesterly side of West Seven Oaks Drive; thence with said Drive, S. 33-03 E. 75.2 feet and S. 42-33 E. 44.8 feet to the point of beginning; being the same conveyed to the mortgagors by H. J. Walter, Jr., et al. by deed dated July 30, 1969 and recorded on August 1, 1969 in the R. M. C. Office for Greenville County in Deed Vol. 873, at Page 61.

This mortgage is subordinate to a first mortgage executed by the mortgagors to C. Douglas Wilson & Co. in the original sum of \$28,500.00 dated May 31, 1965 and recorded in the R. M. C. Office for Greenville County in Mortgage Book 996, at Page 299, which mortgage has been assigned to Metropolitan Life Insurance Company by assignment recorded in the R. M. C. Office for Greenville County in Mortgage Book 996, at Page 306.

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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