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State of South Carolina

GREENVILLE CO. S.C.

BOOK 1441 PAGE 273

Mortgage of Real Estate

County of GREENVILLE

THIS MORTGAGE made this 15th day of August 1978

by Fidelity Trust Corporation, as Nominee for Roy A. Brightwell and Audrey Brightwell

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

(hereinafter referred to as "Mortgagee"), whose address is Post Office Box 608, Greenville, South Carolina 29602

WITNESSETH:

Fidelity Trust Corporation, as Nominee for Roy A. Brightwell and Audrey Brightwell

is indebted to Mortgagee in the maximum principal sum of Fifty Two Thousand and No/100

Dollars (\$ 52,000.00) which indebtedness is evidenced by the Note of Fidelity Trust Corporation, as Nominee for Roy A. Brightwell and Audrey Brightwell of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is Twenty-Five (25) 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 \$ 52,000.00 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 certain piece, parcel or lot of land with the buildings and improvements thereon, lying and being on the southerly side of Devenger Road, near the City of Greenville, S.C., being known and designated as Lot No. 20 on plat of Foxcroft, Section I as recorded in the RMC Office for Greenville County, S.C., in Plat Book 4F, pages 2,3, and 4 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly side of Devenger Road, said iron pin being the joint front corner of Lots 20 and 21 and running thence with the common line of said lots S.3-49 E. 165 feet to an iron pin, the joint rear corner of Lots 20 and 21; thence N. 86-11 E. 135 feet to an iron pin, the joint rear corner of Lots 19 and 20; thence with the common line of said lots N. 3-49 W. 165 feet to an iron pin on the southerly side of Devenger Road; thence with the southerly side of Devenger Road S. 86-11 W. 135 feet to an iron pin, the point of beginning.

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

This is the same property conveyed to the Mortgagors herein by deed of Kenneth E. Fryfogle and Norma W. Fryfogle, dated August 15, 1978 and recorded August 15, 1978 in the R.M.C. Office for Greenville County, S.C. in Deed Book 1085 at Page 281.

GCTO --- 1 AUG 15 78 1561

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
TAX
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RB 11215

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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).