

State of South Carolina

Mortgage of Real Estate

County of GREENVILLE

THIS MORTGAGE made this 13 day of September, 1978

by Genesis Media Group, Inc. and L. R. Byrd

(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, Genesis Media Group, Inc. and L. R. Byrd is indebted to Mortgagee in the maximum principal sum of Forty Six Thousand Three Hundred Fourteen and 44/100 Dollars (\$46,314.44), which indebtedness is evidenced by the Note of Genesis Media Group, Inc. and L. R. Byrd of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is 90 days 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 \$46,314.44 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 all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Tract No. 2 of the Richard Davis Estate as shown on a subdivision and plat of same made by Dalton & Neves, Engineers, dated February, 1941, and recorded in the R.M.C. Office for Greenville County in Plat Book M at Page 95, and containing 23 acres, more or less, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the middle of road at the corner of Tract No. 1 of Richard Davis Estate; running thence along the line of Tract No. 1, S. 85-30 E. 1,250 feet to an iron pin in the line of Tract No. 1; thence S. 10-0 W. 770 feet crossing Stilhouse Branch to a stake; thence N. 82-0 W. 238 feet to an iron pin; thence S. 41-20 E. 177 feet to a stake in the line of Tract No. 3 of Richard Davis Estate; thence with the line of Tract No. 3 along the following courses and distances: N. 86-30 W. 425 feet to a stone; N. 1-45 E. crossing Stilhouse Branch 250 feet to a stake; N. 76-0 W. 375 feet to a stake; N. 52-0 E. 600 feet to an iron pin in the line of Tract No. 3 of Richard Davis Estate near the road hereinabove referred to; thence N. 40-10 E. (the chord of which distance along said road 400 feet) to the beginning corner.

LESS, however, the following lots and tracts: 1-A, tract of land containing .5 acres conveyed by deed dated November 12, 1951 and recorded in the R.M.C. Office for Greenville County in Deed Book 445 at Page 464; 2-A, 50 ft. strip previously conveyed to Greenville County by deed recorded in the R.M.C. Office for Greenville County in Deed Book 718 at Page 59; 3-A, lot conveyed to the School District of Greenville County by deed dated May 27, 1970 and recorded in the R.M.C. Office for Greenville County in Deed Book 890 at Page 524; 4-A, 25 ft. strip conveyed to Greenville County in deed dated May 27, 1970 and recorded in the R.M.C. Office for Greenville County in Deed Book 890 at Page 530; 5-A, lot conveyed to B.T.M., Inc., by deed dated April 27, 1972, and recorded in the R.M.C. Office for Greenville County in Deed Book 942 at Page 213; AND LESS, a one acre lot, more or less, conveyed to Felicia Davis Byrd, said deed being dated August 4, 1976 and recorded in the R.M.C. Office for Greenville County in Deed Book 1040 at Page 743.

BEING the same property conveyed to the Mortgagors herein by deed of Marion R. Williams, dated January 19, 1953, and recorded in the R.M.C. Office for Greenville County in Deed Book 470 at Page 407, and by deed of L. R. Byrd to Genesis Media Group, Inc., said deed being dated February 4, 1977 and recorded in the R.M.C. Office for Greenville County in Deed Book 1050 at Page 789.

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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