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BOOK 1450 PAGE 178

State of South Carolina

Mortgage of Real Estate

County of GREENVILLE

THIS MORTGAGE made this 14th day of November, 1978

by McAlister Square Company a South Carolina Limited Partnership

(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, McAlister Square Company a South Carolina Limited Partnership is indebted to Mortgagee in the maximum principal sum of Fifty Thousand and no/100ths Dollars (\$ 50,000.00), which indebtedness is evidenced by the Note of November 14, 1978 of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is Three (3) 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 \$ 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 tract of land with improvements thereon, situate, lying and being in the City of Greenville, County of Greenville State of S. C., in the subdivision known as Sherwood Forest being shown by a plat of Sherwood Forest, made by Dalton & Neves, Engineers, August, 1951, revised through June 1, 1953 as Lot No. 265 fronting on By-Pass S. C. Route 291; said plat recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book "GG", Pages 70 and 71, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the East side of By-Pass S. C. Route 291, 100.6 feet from the northeast corner of the intersection of said By-Pass and LeGrand Blvd., thence running along the side of said By-Pass N. 26-04 E. 65 feet to an iron pin, thence S. 49-11 E. 160 feet to an iron pin, thence S. 26-04 W. 65 feet to an iron pin; thence N. 49-11 W. 160 feet to the beginning point.

The above described land being the same conveyed to the mortgagor herein by deed dated Nov. 14, 1978 by Francis Realty, Inc, recorded in Deed Book 1091, Page 851 in the R. M. C. Office for Greenville County, S. C.

GCTO 3 NO 14 78 438

The within conveyance is subject to such restrictions, setback lines, zoning ordinances, utility easements and rights of way, if any, as may affect the above described property.

GREENVILLE CO, S.C.
DOCUMENTARY TAX
\$ 20.00

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 of the same being deemed part of the Property and included in any reference thereto.

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