

Mortgage of Real Estate

County of GREENVILLE

THIS MORTGAGE made this 18th day of December, 1978.

by Warehouse Associates, a partnership

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

(hereinafter referred to as "Mortgagee"), whose address is Bankers Trust Plaza, Greenville, S. C.

WITNESSETH:

THAT WHEREAS, Warehouse Associates

is indebted to Mortgagee in the maximum principal sum of Two Hundred Seventy-Five Thousand and No/100 Dollars (\$ 275,000.00), which indebtedness is

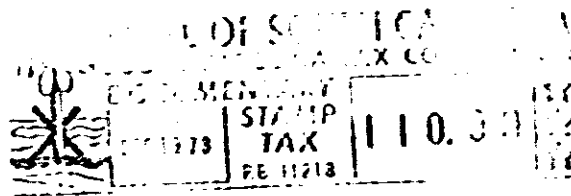
evidenced by the Note of Warehouse Associates of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is not later than 1/30/80 after the date hereof, the terms of said Note and any agreement modifying it are incorporated 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 \$ 275,000.00, 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 located, lying and being in the State of South Carolina, County of Greenville, City of Mauldin, designated as Lot No. 5 on a survey entitled "Property of McDougall Enterprises" dated July, 1978, prepared by Dalton & Neves, Engineers, recorded in the R.M.C. Office for Greenville County in Plat Book at Page, consisting of approximately 2.27 acres, having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin located on the southwestern boundary of the right of way of a street designated on said plat as Burton Drive; thence S. 47-37 E. 133.0 feet to an iron pin; thence S. 9-16 E. 39.2 feet to an iron pin; thence S. 29-05 W. 112.35 feet to an iron pin; thence S. 42-30 W. 400.0 feet to an iron pin; thence N. 47-30 W. 190.0 feet to an iron pin; thence N. 42-30 E. 533.3 feet to the point of beginning.

ALSO, all of those portion of the mortgaged premises which fall within the street designated as McDougall Court on the above-referenced survey.



This property was deeded to Mortgagor by the deed of H. Wilbur Fowler, et al, recorded in the R.M.C. Office for Greenville County on December 19, 1978, in Deed Book 1293 at Page 965.

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).

0287

4328 RV-2