

MAD

X

State of South Carolina

County of GREENVILLE

FILED  
GREENVILLE CO. S. C.  
MAR 13 2 34 PM '79  
DONNIE S. TANKERSLEY  
R.M.C.

VOL 1459 PAGE 633

Mortgage of Real Estate

THIS MORTGAGE made this 12th day of March, 19 79.

by William A. Floyd

(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:

THAT WHEREAS, William A. Floyd is indebted to Mortgagee in the maximum principal sum of Ten Thousand and No/100----- Dollars (\$ 10,000.00 ), which indebtedness is evidenced by the Note of William A. Floyd of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is 180 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 \$ 10,000.00, 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 situate, lying and being in the County of Greenville, State of South Carolina, being shown as a 21.95 acre tract of land situate on the southerly side of Saluda Dam Road as shown on a survey of the property of William A. Floyd prepared by Carolina Surveying Company dated 23 September 1977 and being described as follows:

BEGINNING at a point in the center of Saluda Dam Road and running thence along the line through other property of William A. Floyd S. 18-46 E. 1493.9 feet to a point on Southern Railway right of way; thence S. 68-29 W. 619.7 feet along the Southern Railway right of way to a point; thence turning and running N. 31-05 W. 457.8 feet along property of Arrowhead Park to a point; thence turning and running N. 58-55 E. 400 feet to a point; thence turning and running N. 31-07 W. 661.6 feet to a point in the center of Saluda Dam Road; thence following courses and distances: N. 28-45 E. 139 feet to a point, N. 31-42 E. 100 feet to a point, N. 36-32 E. 100 feet to a point, N. 41-30 E. 100 feet to a point, N. 46-14 E. 100 feet to a point, N. 51-47 E. 100 feet to a point, and N. 56-43 E. 35 feet to a point, the point and place of beginning.

This property is a portion of the property conveyed to the Mortgagor herein by deed of SCN Bank of Charleston, recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 654, at page 153, on the 7th day of July, 19 70.

The Mortgagee agrees to release from the lien created by this mortgage those certain streets shown on a plat prepared by Carolina Surveying Co. dated January 12, 1979, and revised February 5, 1979, shown as a preliminary layout for William A. Floyd, and also to release those portions of the property necessary for utility easements or rights of way for the installation of water, sewer, telephone and electricity.

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).

0633

4328 RV-2