

State of South Carolina

FILED
GREENVILLE CO. S. C.
MAY 23 2 42 PM '79
DANNIE S. TANKERSLEY
R.H.C.

VOL 1468 PAGE 44

Mortgage of Real Estate

County of GREENVILLE

THIS MORTGAGE made this 29th day of May, 1979

by James D. Whilden

(hereinafter referred to as "Mortgagor") and given to BANKERS TRUST OF SOUTH CAROLINA

(hereinafter referred to as "Mortgagee"), whose address is 1322 W. Poinsett Street,
Greer, South Carolina 29651

WITNESSETH:

THAT WHEREAS, James D. Whilden is indebted to Mortgagee in the maximum principal sum of Four Thousand Three Hundred Sixty-Two Dollars and 89/100-----Dollars (\$ 4,362.89), which indebtedness is evidenced by the Note of James D. Whilden of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is five years from date 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 \$ 4,362.89 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 in Greenville County, South Carolina near the City of Greer, being shown on a plat prepared for James D. Whilden by WEBB Surveying and Mapping on January 22, 1979, being duly recorded in Plat Book 7D at page 97 in the R.M.C. Office for Greenville County, and according to said plat having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the bank of Highway #101 and running thence N. 43-00 E. 317.51 feet to an iron pin; thence N. 2-23 E. 72 feet to an iron pin; thence N. 56-27 E. 169.65 feet to an iron pin; thence S. 27-17 E. 62 feet to an iron pin; thence S. 28-53 E. 270.51 feet to an iron pin; thence S. 62-42 W. 551.19 feet to an iron pin on the bank of said Highway thence along said highway N. 11-39 W. 150.25 feet to the point of beginning.

GCTO -----3 MAY 29 79 1134
This is a portion of the property conveyed to John Whilden by deed of Fred G. James, Jr. and Laurens I. James as Executor of the Estate of Fred G. James, deceased, on November 20, 1947 and duly recorded in Deed Book 335 at page 411 in the R.M.C. Office for Greenville County on February 5, 1948 and the same conveyed to James D. Whilden by deed of John Whilden on April 19, 1979 being duly recorded in Deed Book 1101 at page 39 in the R.M.C. Office for Greenville County on April 23, 1979.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
\$ 0.170

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

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