

State of South Carolina

BOOK 1485 PAGE 373

Mortgage of Real Estate

County of GREENVILLE

THIS MORTGAGE made this 11th day of October, 1979.

by T. Walter Brashier

(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, T. Walter Brashier is indebted to Mortgagee in the maximum principal sum of Eighty-Seven Thousand Five Hundred and 00/100 Dollars, \$ 87,500.00, which indebtedness is evidenced by the Note of T. Walter Brashier of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is 4-8-80 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 \$ 87,500.00 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 and lot of land with any and all improvements thereof, lying and being on the Northeastern side of Rutherford Road (also known as Old U. S. Highway No. 29), near the Town of Taylors, S.C., County and State aforesaid, being the greater portion of the property depicted on a survey prepared by Campbell & Clarkson Surveyors, Inc., dated November 28, 1972, revised on January 23, 1973, and recorded in the R.M.C. Office for Greenville County in Plat Book 4T at Page 73, and having the following metes and bounds, to-wit:

BEGINNING at a point located on the boundary of property now or formerly owned by Black, said point being N. 17-35 E. 526.77 feet from an iron pin located on the Northeastern side of the right of way of Rutherford Road at the Southeastern corner of said property of Black; thence proceeding from said point of beginning N. 17-35 E. 461.41 feet to a point; thence N. 17-35 E. 567.32 feet to an iron pin; thence S. 59-45 E. 967.61 feet to a point; thence 59-45 E. 713.39 feet to an iron pin; thence S. 4-35 W. 462.8 feet to a point on the Northwestern side of the right of way of Rutherford Road; thence along said right of way, following the curve thereof, the following courses and distances: S. 59-18 W. 210.42 feet, S. 54-55 W. 96.74 feet, S. 52-29 W. 99.79 feet, S. 53-14 W. 49.03 feet, S. 56-54 W. 49.12 feet, S. 61-06 W. 48.48 feet, S. 64-51 W. 58.29 feet, S. 71-14 W. 96.13 feet, S. 78-47 W. 98.51 feet, S. 86-32 W. 99.42 feet, N. 85-42 W. 93.58 feet, and N. 79-05 W. 60.38 feet to an iron pin on the Northern side of said right of way; thence turning and leaving said right of way N. 17-35 E. 428.68 feet to a point; thence N. 72-25 W. 944.06 feet to a point, the point of beginning.

THIS being the same property as conveyed to the Mortgagor herein by deed of Arthur Magill and being recorded in the R.M.C. Office for Greenville County in Deed Book 1039 at Page 775 on October 12, 1978.

[Faint signature and stamp area]

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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