

State of South Carolina

County of GREENVILLE

ORIGINAL FILED
DEC 13 11 33 PM '79
DONNIE E. TANKERSLEY
R.M.C.

BOOK 1491 PAGE 508

Mortgage of Real Estate

THIS MORTGAGE made this 13th day of December, 1979.

by N. C. POE, JR., and HEATHER H. POE

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

(hereinafter referred to as "Mortgagee"), whose address is Post Office Box 608, Greenville, South Carolina, 29602

WITNESSETH:

THAT WHEREAS, N. C. Poe, Jr., and Heather H. Poe is indebted to Mortgagee in the maximum principal sum of Eight Thousand Two Hundred Three and 32/100 Dollars (\$ 8,203.32), which indebtedness is evidenced by the Note of N. C. Poe, Jr., and Heather H. Poe of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is December 23, 1987 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, located, lying and being in the County of Greenville, State of South Carolina, containing 16.0 acres, more or less, as shown on survey entitled "Property of Walker Properties", dated September 1978, revised September 1979, prepared by W. R. Williams, Jr., recorded in the Greenville County RMC Office in Plat Book 70 at Page 25, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point in the centerline of the right-of-way of Edwards Road, at the joint front corner of the within tract and a tract containing 7.95 acres, property now or formerly of Walker Properties, a General Partnership, and running thence, along the centerline of said right-of-way N. 57-27 E., 110.0 feet to a nail and cap; thence N. 42-33 E., 139.5 feet to a nail and cap; thence N. 18-03 E., 275.0 feet to a nail and cap; thence N. 29-31 E., 277.9 feet to a nail and cap; thence N. 42-39 E., 310.8 feet to a nail and cap; thence N. 28-32 E., 29.9 feet to an old nail and cap in the center of the right-of-way of Edwards Road, at the joint corner of the within tract and property now or formerly of Bragg; thence, running along the joint line of said tracts N. 79-45 W., 475.4 feet to an old iron pin in the line of property now or formerly of United Machine Works; thence, running along the joint line of said tracts N. 79-27 W., 243.3 feet to an old iron pin at the joint corner of the within tract and property now or formerly of Harris; thence, running along the joint line of said tracts, S. 46-26 W., 809.6 feet to a point at the joint rear corner of the within tract and a tract containing 7.95 acres, property now or formerly of Walker Properties, a General Partnership; thence, running along the joint line of said tracts S. 53-18 E., 822.5 feet to an iron pin in the centerline of the right-of-way of Edwards Road, the point and place of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Walker Properties, a General Partnership recorded in the Greenville County RMC Office in Deed Book 1113 at Page 420 on October 11, 1979.

This mortgage is junior in priority to that certain note and mortgage heretofore granted to Walker Properties, a General Partnership, recorded in the Greenville County RMC Office in REM Book 1483 at Page 996.

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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