

Mortgage of Real Estate

County of

FILED
FEB 6 12 38 PM '80
DONNIE E. HANNERSLEY
R.M.C.

THIS MORTGAGE made this 5th day of February 19 80

by J. Leon Hix

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

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

WITNESSETH:

THAT WHEREAS, J. Leon Hix is indebted to Mortgagee in the maximum principal sum of ---One Hundred Twenty Five Thousand and NO/100--- Dollars (\$ 125,000.00), which indebtedness is evidenced by the Note of J. Leon Hix of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is ten years 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 \$ 125,000.00 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 those certain lots and pieces of land, with improvements thereon, situate, lying and being in the City of Greer, Greenville County, State of South Carolina, lying on the north side of old U.S. Highway No. 29, (now West Poinsett Street; and being shown and designated as all of LOTS NOS. 38 and 39, on plats recorded in RMC Office for Greenville County in Plat Book H, page 132, and Plat Book J, pages 22 and 23, and more recently surveyed by Lindsey & Associates, dated 1-31-89, entitled "Survey for J. Leon Hix", said plat to be recorded, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at RRS, from corner with Lot No. 40 and northern side of West Poinsett Street, and runs thence as common line between Lots Nos. 40 and 39, N. 12-41 E. 168.61 feet to a point on the line of Lot No. 31; thence as a rear line, S. 77-52 E. 164.24 feet to a point on the line of Lot No. 33; thence as common line with Lots Nos. 37 and 33, S. 12-00 W. 168.77 feet to iron pin on northern side of West Poinsett Street; thence with said Street, N. 77-48 W. 166.27 feet to RRS, the point of beginning.

This conveyance is subject to all restrictions, easements, rights of way, roadways, sidewalks and zoning ordinances of record, on the recorded plats or on the premises.

This is that same property conveyed to Grantor by deed of Kenneth Smith, recorded in RMC Office on May 23, 1963, in Deed Book 723 at page 372, and by deed of Kile A. Whitnire, recorded in RMC Office on Sept. 24, 1966, in Deed Book 853 at page 71.

STATE OF SOUTH CAROLINA
RECORDS & DOCUMENTS
COMMISION

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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