

State of South Carolina

GREENVILLE, S.C.

County of Greenville

APR 11 1980

RECORDED

DOBSON & DOBSON
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P.O. BOX 426
GREENVILLE, S.C. 29602

Mortgage of Real Estate

BOOK: 1499 PAGE 219

THIS MORTGAGE made this 28 day of March, 1980

by John David Batson

(hereinafter referred to as "Mortgagor") and given to Bankers Trust of S.C.

(hereinafter referred to as "Mortgagee"), whose address is P.O. Box 608, Greenville, SC 29602

WITNESSETH:

THAT WHEREAS John David Batson is indebted to Mortgagee in the maximum principal sum of Fifty thousand and 00/100 Dollars (\$ 50,000.00) which indebtedness is evidenced by the Note of John David Batson of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is 5 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 \$ 50,000.00 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 tract of land containing 2.9 acres, more or less, located on the eastern side of U.S. Hwy. 25, north of Travelers Rest in the County of Greenville, State of South Carolina and having, according to a plat entitled "Property of T. Walter Brashier" dated September 5, 1978, revised September 25, 1979, prepared by Clifford C. Jones, the following metes and bounds:

BEGINNING at a nail and cap located along the eastern side of the right-of-way of U.S. Hwy. 25 and located in the center of Blue Ridge Drive and running thence with the center of Blue Ridge Drive, S. 82-15 E. 400 feet to a nail and cap; thence turning and following the center of a branch which is the property line, traverse of said branch is S. 25-20 W. 341.7 feet to an iron pin; thence turning and running N. 76-57 W. 409 feet more or less to an iron pin located along the eastern side of U.S. Hwy. 25; thence turning and following the right-of-way of U. S. Hwy. 25 N. 28-46 E. 308.5 feet to the point of the beginning.

THIS conveyance is subject to all restrictions, setback lines, utility easements, zoning ordinances, and rights-of-way, if any, appearing on the property and/or of record and particularly a 25' utility easement located on the back of the property.

This being the same property conveyed to the mortgagor herein by deed of T. Walter Brashier, dated September, 1979 and recorded the same date in the R.M.C. Office for Greenville County in Deed Book 1112 at Page 459.

TOGETHER with all and singular rights, members, hereditaments and appurtenances thereto 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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