

State of South Carolina

BOOK 1499 PAGE 390

Mortgage of Real Estate

County of GREENVILLE

LEATHERWOOD, WALKER, TODD & MANN

THIS MORTGAGE made this 28th day of March 19 80

by JOSEPHINE W. PATTON

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

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

WITNESSETH:

THAT WHEREAS MACON G. PATTON and JOSEPHINE W. PATTON is indebted to Mortgagee in the maximum principal sum of One Hundred Thousand and no/100 Dollars (\$100,000.00), which indebtedness is evidenced by the Note of Macon G. Patton and Josephine W. Patton of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is on demand 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 \$100,000.00 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 lot of land, together with improvements thereon, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina on the southeastern side of Woodland Way, being shown as part of W. C. Cleveland, Jr. lot according to plat prepared by Dalton & Neves, Engineers, dated April 1938 and recorded in the R.M.C. Office for Greenville County in Plat Book B, at Page 99, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Woodland Way, said pin being located in the northeast corner of lot conveyed heretofore by W. W. Goldsmith to Mary S. Guess; said pin being 420 feet in the northeasterly direction from the point where the southeastern side of Woodland Way intersects with the northeastern side of a 20-foot alley, and running thence with the southeastern side of Woodland Way, N. 57-30 E. 100 feet to an iron pin; thence S. 26-00 E. 260.6 feet to an iron pin on the northwest side of Hemlock Drive; thence with the northwest side of Hemlock Drive, S. 59-29 W. 75 feet to an iron pin at the southeastern corner of Guess property; thence with the line of Guess property, N. 31-30 W. 256.4 feet to the Point of Beginning.

BEING the same property conveyed to the Mortgagor herein by Deed of John R. Staub and Helene G. Staub recorded September 30, 1975 in Deed Book 1025, at Page 53.

TOGETHER with all and singular rights, members, tenements and appurtenances thereto in any way incident or appertaining thereto, all improvements now or hereafter situated thereon, and all fixtures, and all other things attached thereto, all of the same being deemed part of the Property, and to be held in trust for the benefit of the Mortgagee.

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