

AFFIDAVIT
FILED

State of South Carolina

LEATHERWOOD, WALKER, TODD & MANN
BOOK 1503 PAGE 577

Mortgage of Real Estate

County of GREENVILLE

CO. S. C.

12 PM '80

THIS MORTGAGE made this 16th day of May 19 80

by James C. Mensone and Barbara P. Mensone

(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, James C. Mensone is indebted to Mortgagee in the maximum principal sum of One Hundred Thirty Thousand and No/100ths----- Dollars (\$ 130,000.00), which indebtedness is evidenced by the Note of Eastside Clinic Partnership of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is June 15, 1985 ~~and the date of~~ 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 \$ 130,000.00 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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, near the City of Greenville on the easterly side of Foxcroft Road, being shown and designated as Lot No. 3 as shown on plat entitled "Carter's Grove, Section I," prepared by Dalton & Neves, Engineers, dated August 1974, which plat is of record in RMC Office for Greenville County in Plat Book 4-R, Page 99 and having according to said plat, the following metes and bounds:

BEGINNING at an iron pin on eastern side of Foxcroft Road at joint front corner of Lots 3 and 4; running thence with common line of said two lots S. 68-27 E. 188.7 feet to iron pin; thence along rear line of Lot No. 3, N. 9-30 E. 91 feet to an iron pin; thence N. 9-30 E. 25.9 feet to an iron pin at joint rear corner of Lots 2 and 3; thence with common line of said lots, N. 78-24 W. 170.7 feet to an iron pin on Foxcroft Road; thence along Foxcroft Road, S. 19-13 W. 85 feet to the point of beginning.

This mortgage conveyance is subject to all restrictions, setback lines, roadways, zoning ordinances, easements and rights of way of record.

This is the same property conveyed to the mortgagors herein by deed of The Douglas Company dated July 1, 1977 and recorded July 5, 1977 in the RMC Office for Greenville County in Deed Book 1059, Page 838.

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).

LEATHERWOOD, WALKER, TODD & MANN

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