

State of South Carolina

BOOK 1503 PAGE 959

FILED
G.F. CO. S. C. Mortgage of Real Estate

County of GREENVILLE

THIS MORTGAGE made this 5th day of MAY, 1980
by WILLIAM E. BERRY, JR.

(hereinafter referred to as "Mortgagor") and given to EUNICE M. GILLESPIE, as Trustee under
Agreements with William E. Berry, Jr., for the benefit of Bonnie Ann
Berry Trust and Byron William Berry Trust
(hereinafter referred to as "Mortgagee"), whose address is 6 Le Conte Woods, Greenville,

South Carolina

WITNESSETH:

THAT WHEREAS, William E. Berry, Jr.
is indebted to Mortgagee in the maximum principal sum of Forty Thousand and no/100
Dollars (\$ 40,000.00), which indebtedness is
evidenced by two Notes of William E. Berry, Jr. 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
\$ 40,000.00, 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, lying in the State of South
Carolina, County of Greenville, and being designated as Lot 92, Section 2,
according to the Plat of Chanticleer made by R. K. Campbell, August 30, 1965
and recorded in the RMC Office for Greenville County in Plat Book JJJ, at
Page 71 and having, according to said plat, the following metes and bounds,
to wit:

BEGINNING at an iron pin on the Northwest side of LeConte Woods at the
joint corner of lots 91 and 92 and running thence N. 40-58 W. 160 feet
to a point; thence N. 66-58 W. 121.1 feet to a point; thence S. 16-27 W.
115 feet to a point; thence S. 40-17 E. 177.2 feet to an iron pin on
LeConte Woods; thence along LeConte Woods N. 60-13 E. 155 feet to the
point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of
Chanticleer Real Estate Company, recorded in the Greenville County RMC
Office in Deed Book 826 at Page 386 on August 15, 1967.

This mortgage is junior in priority to that certain note and mortgage
heretofore given and granted to Fidelity Federal Savings & Loan Association
recorded in the Greenville County RMC Office in REM Book 1067 at Page 58,
to secure the original principal sum of \$35,000.00.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
RECORDED
MAY 12 1980
G.F. CO. S. C.

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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