

State of South Carolina

FILED  
GREENVILLE CO. S.C.  
JAN 12 4 53 PM '81  
DONNIE S. TANKERSLEY  
R.H.C.

BOOK 1529 PAGE 831

Mortgage of Real Estate

County of

THIS MORTGAGE made this 12th day of January, 19 81

by RICHARD K. HEUSEL

(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, Richard K. Heusel is indebted to Mortgagee in the maximum principal sum of Sixty Thousand and 00/100ths Dollars (\$ 60,000.00), which indebtedness is evidenced by the Note of Richard K. Heusel of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is January 12, 1982 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 \$ \_\_\_\_\_ 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 piece, parcel or lot of land lying, being and situate in the County of Greenville, State of South Carolina, containing 10.279 acres, according to a plat entitled "H-D Enterprises," dated March, 1978, prepared by Webb Surveying and Mapping Co., recorded in the RMC Office for Greenville County in Plat Book 7-H, at Page 86, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of Thousand Oaks Boulevard, said pin being the joint corner of property of Mortgagor and property now or formerly owned by American Scenic Realty Company, and running thence with the common line of property of Mortgagor and property now or formerly owned by American Scenic Realty Co., S. 88-50 E., 676.75 feet to an iron pin on the westerly side of Golden Strip Freeway; thence with the westerly side of Golden Strip Freeway, S. 10-16 E., 195.4 feet to an iron pin; thence continuing with the westerly side of the Golden Strip Freeway, S. 14-46 E., 43.33 feet to an iron pin; thence turning and running S. 82-56 W., 356.44 feet to an iron pin; thence N. 60-48 W., 136.18 feet to an iron pin; thence N. 46-36 W., 237.04 feet to an iron pin; thence N. 82-49 W., 200 feet to an iron pin; thence turning and running N. 1-35 E., 452.77 feet to an iron pin, the point of beginning.

LESS, HOWEVER, that portion of the property conveyed by H-D Enterprises, a General Partnership, to Frito-Lay, Inc., by deed recorded in the RMC Office for Greenville County in Deed Book 1089, at Page 65.

This is the identical property conveyed to Mortgagor herein by deed of H-D Enterprises, a General Partnership, consisting of Henry D. Prickett and Richard K. Heusel, dated July 6, 1979, recorded in the RMC Office for Greenville County in Deed Book 1105, at Page 772.

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