

State of South Carolina

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GREENVILLE CO. S.C.

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County of Greenville

JAN 16 4 39 PM '81

Mortgage of Real Estate

DONNIE S. TANKERSLEY  
R.M.C.

THIS MORTGAGE made this 15th day of January, 1981.

by Alliance Haywood Associates, a South Carolina General Partnership

(hereinafter referred to as "Mortgagor") and given to Banker's Trust of South Carolina

(hereinafter referred to as "Mortgagee"), whose address is Post Office Box 608, Greenville,  
South Carolina, 29602

WITNESSETH:

THAT WHEREAS, Alliance Haywood Associates, a South Carolina General Partnership is indebted to Mortgagee in the maximum principal sum of Seven Hundred Thousand and No/100----- Dollars (\$ 700,000.00), which indebtedness is evidenced by the Note of said 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 seven (7) 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 \$ 700,000.00 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.

SEE ATTACHED EXHIBIT "A"

This is a second mortgage, junior in lien to the mortgages referred to immediately following the descriptions of the various parcels on Exhibit "A" attached hereto.

Mortgagee agrees to release the lien of this mortgage as to this property in accordance with the terms of that certain Loan Agreement between Mortgagee and Mortgagor dated January 15, 1981, and incorporated herein by reference and made a part hereof.

This is a portion of the property acquired by the Mortgagor herein by deeds of Steven Van Auten and Lincoln of South Carolina, Inc., of even date herewith, and recorded herewith.

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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