

State of South Carolina

FILED
GREENVILLE CO. S. C.

BOOK 1538 PAGE 970

County of Greenville

APR 22 2 25 PM '81

Mortgage of Real Estate

JOHN BANKERSLEY
R.M.C.

THIS MORTGAGE made this 21st day of April, 19 81

by Paul C. Aughtry, III

(hereinafter referred to as "Mortgagor") and given to Bankers Trust of SC

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

Greenville, SC 29602

WITNESSETH:

THAT WHEREAS, Paul C. Aughtry, III

is indebted to Mortgagee in the maximum principal sum of Forty Thousand and No/100-----

----- Dollars (\$ 40,000.00), which indebtedness is

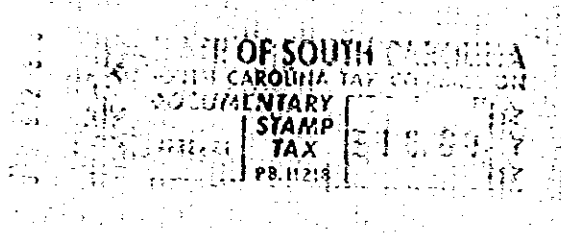
evidenced by the Note of The Aughtry Company of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is 180 days after the date hereof, the terms of said Note and any agreement modifying it are incorporated herein by 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, located, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 37 on plat entitled "Collins Creek, Section One", dated July 30, 1979, prepared by C. O. Riddle, recorded in the Greenville County RMC Office in Plat Book 7-C at Page 56 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the Northeastern side of the right-of-way of Collins Creek at the joint front corner of Lot Nos. 38 and 37 and running thence along the joint line of said lots N. 40-42 E., 375.65 feet to a point at the joint rear corner of Lot Nos. 37 and 38; thence running S. 25-10 E., 226.90 feet to a point at the joint rear corner of Lot Nos. 37 and 36; thence running along the joint line of Lot Nos. 37, 36 and 35, S. 51-42 W., 310.77 feet to a point at the joint front corner of Lot No. 27 and the joint rear corner of Lot No. 35, on the Northeastern side of the right-of-way of Collins Creek; thence running along said right-of-way N. 40-46 W., 149.45 feet to a point at the joint front corner of Lot Nos. 38 and 37, on the Northeastern side of the right-of-way of Collins Creek, the point and place of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Babbs Hollow Development Company, a General Partnership, recorded in the Greenville County RMC Office in Deed Book 1123 at Page 126 on April 1, 1980.



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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