

County of GREENVILLE

Mortgage of Real Estate

FILED MAY 12 10 PM '81 JOHN S. TANNERSLEY R.M.C.

THIS MORTGAGE made this 9th day of April, 19 81.

by Clifton Chapman and Robin Chapman

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

(hereinafter referred to as "Mortgagee"), whose address is P. O. Box 608, Greenville, South Carolina 29602

WITNESSETH:

THAT WHEREAS, Marian T. Apa is indebted to Mortgagee in the maximum principal sum of Seven Thousand and 00/100 Dollars (\$ 7,000.00), which indebtedness is evidenced by the Note of Marian T. Apa of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is 10 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 \$7,000.00 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 piece, parcel or lot of land containing 2.88 acres in the County of Greenville, State of South Carolina in Moonville Community near Carr Road and according to a survey for Willie R. Hudson & Beatrice Hudson, dated October 16, 1979 prepared by Dunn and Keith Associates, Reg. L.S.

Part of this property is located around part of a cul-de-sac and fifty (50') foot Farm Road which is 785 feet to the center line of Carr Road, this road now being known as Needle Court.

The property as originally described was 16.66 acres bordering on the Southwest by Johnson; on the Northwest by Taylor; on the North by Blakely and on East by Mrs. Ruth Martin; and said 16.66 acres beginning 1193 feet plus or minus to the center line of Hood Road.

The property mortgaged is described as follows: BEGINNING at an iron pin at the joint corner of property being mortgaged and Blakely and Taylor property which is Northwest corner of the 16.66 acre tract and running thence; S. 87-11 E. 185.85 feet to an iron pin; thence S. 11-35 E. 323.61 feet to the center of a cul-de-sac; thence down the middle of said Farm Road, S. 09-00 W. 118 feet; thence leaving the center line of said Farm Road, S. 89-44 W. 354.31 feet to an iron pin in the Taylor property; thence with the property, N. 15-19 E. 460.86 feet to the beginning corner.

The Farm Road shown and access thereto all the way to Carr Road shall be a joint easement for the property owners of the entire 16.66 acres and said Road shall be maintained on a prorata basis of acreage by said owners.

Particular attention is called to the easement along the Farm Road and cul-de-sac as well as a stream running across the Northeast corner of said property and any other easements, restrictions, rights of way recorded or visible on the property.

This being the same property conveyed unto the Mortgagors herein by deed from Leroy Cannon Realty, Inc., recorded February 26, 1980 in the R.M.C.

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident (over) 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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