

State of South Carolina

BOOK 1586 PAGE 82

Mortgage of Real Estate

County of Greenville

GR... FILED... S.C. MAR 18 4 22 PM '82... BANKERS TRUST OF SOUTH CAROLINA

THIS MORTGAGE made this 18th day of March, 19 82,

by Richard O. Farnsworth and James O. Farnsworth

(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, S.C. 29602

WITNESSETH:

THAT WHEREAS, Richard O. and James O. Farnsworth 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 Richard O. and James O. Farnsworth 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 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 \$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 and City of Greenville, State of South Carolina, being shown on plat entitled "Property of Richard O. Farnsworth", dated May 3, 1979, prepared by Freeland & Associates, recorded in the Greenville County RMC Office in Plat Book 7F at Page 73, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the Northern side of the right-of-way of East North Street, (said old iron pin being 429 feet, more or less, from Spartanburg Street), and running thence along said right-of-way S. 72-53 W., 135.02 feet to a new iron pin at the joint corner of the within tract and property now or formerly of Hampton Investors Corporation of Greenville, Inc.; thence along the joint line of said tracts N. 18-58 W., 241.56 feet to a new iron pin; thence N. 71-40 E., 143.42 feet to an old iron pin; thence S. 16-59 E., 244.48 feet to an old iron pin on the Northern side of the right-of-way of East North Street, the point and place of beginning.

This conveyance is subject to all restrictions, set-back lines, roadways, zoning ordinances, easements, and rights-of-way, if any, affecting the above described property.

This is the same property conveyed to the Mortgagors herein by deed of Hampton Investors of Greenville dated June 1, 1979, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1104, at Page 15, on June 4, 1979.

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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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