

Mortgage of Real Estate

County of GREENVILLE )

THIS MORTGAGE made this 19th day of August, 1982

by John E. Walton

(hereinafter referred to as "Mortgagor") and given to Bankers Trust of S. C.

(P. O. Box 608, Greenville, S. C. 29602)

(hereinafter referred to as "Mortgagee"), whose address is Memorial Dr. Ext and Village Dr.

Greenville County, Greer, S. C.

WITNESSETH:

THAT WHEREAS, John E. Walton

is indebted to Mortgagee in the maximum principal sum of Thirty Three Thousand, Thirteen and 24/100ths Dollars (\$ 33,013.24), which indebtedness is

evidenced by the Note of John E. Walton of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is August 5, 1989 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 \$ 33,013.24 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 lot of land in the State of South Carolina, County of Greenville, in the City of Greer, containing 28,475 square feet located at the northeasterly corner of Memorial Drive Extension and Village Drive as is more particularly described and delineated on a plat entitled, "Survey for John E. Walton", prepared by Wolfe & Huskey, Engineers, dated November 15, 1977 and recorded in Plat Book 6J at page 50.

ALSO, a reciprocal, non-exclusive easement appurtenant for ingress and egress and cross parking of vehicular traffic and for pedestrian traffic over and across the property described below which easement shall be for the benefit of the property encumbered above, and also for the joint benefit of the remaining property owned by the Mortgagor which is immediately contiguous and adjacent to the property encumbered above. This easement was created by "Declaration of Easement" dated the 29th day of December, 1977, and recorded in the RMC Office for Greenville County in Deed Book 1071 at page 84.

The property covered by the aforesaid easement is described as containing 5,508 square feet fronting on the northwesterly side of Village Drive a distance of 75 feet as shown on the aforesaid plat entitled, "Survey for John E. Walton", prepared by Wolfe & Huskey, Engineers and recorded in Plat Book 6J at page 50.

THIS is a portion of the property conveyed to the Mortgagor by deed of Village Greer, a South Carolina Partnership, by deed recorded on June 14, 1976 in Deed Book 1037 at page 924.

THIS mortgage is second and junior in lien to that mortgage executed by John E. Walton unto Provident Life and Accident Insurance Company, in the original amount of \$140,000.00, recorded in Mortgage Book 1419 at page 967 upon which the current principal balance due thereon as of July 13, 1982 was \$131,989.00.

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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