

FILED
GREENVILLE CO. S. C.
AUG 26 10 05 AM '82
JONNIE S. TANKERSLEY
R.M.C.

County of GREENVILLE

THIS MORTGAGE made this 24th day of August, 1982

by William F. Finnell

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

(hereinafter referred to as "Mortgagee"), whose address is P. O. Box 8, Simpsonville, S. C. 29681

WITNESSETH:

THAT WHEREAS, William F. Finnell is indebted to Mortgagee in the maximum principal sum of Eight Thousand and No/100 Dollars (\$ 8,000.00), which indebtedness is evidenced by the Note of William F. Finnell of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is November 22, 1982 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 \$ 8,000.00 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 those pieces, parcels or lots of land in Greenville Township, Greenville County, State of South Carolina, in Ward One of the City of Greenville, located at 805 and 807 Hampton Avenue, and being more fully described as follows:

PARCEL 1. Lot fronting 51 feet on West Street, now Hampton Ave., and extending to the rear about 114 ft. to a fence on the line of two lots belonging to King & Irvine (now or formerly), and on the East bounded by lot of D. B. Traxler (now or formerly), and on the West by lot of John King (now or formerly), containing 5,900 ft., more or less, being the same property conveyed to B. R. Willeford by John C. Gresham by deed dated Jan. 16, 1920, recorded in Deed Book 48, Page 211.

ALSO: STRIP OF LAND beginning on Hampton Avenue on line and corner between the lot known as the Tucker place and lot of John C. Gresham (now or formerly), thence along said line to Pine Street; thence along Pine St. 8 feet, more or less; thence by line parallel with said side or division line and 8 ft. from same to cross fence on lot of B. R. Willeford (now or formerly), being 97 ft. from Hampton Ave.; thence by line 97 ft., more or less, to point on Hampton Ave., 4 ft. from beginning corner; thence along said Hampton Ave. 4 ft. to the beginning corner; being same conveyed to B. R. Willeford by John C. Gresham by deed dated Jan. 16, 1920, recorded in Deed Book 63, at Page 221.

ALSO: PARCEL 2: Lot on southern side of Hampton Avenue between Mulberry and Frank Streets beginning at fence post at corner of Patrick Tucker property (now or formerly) and running thence with Hampton Ave. N. 32.5-0 W. 51 ft. to fence post, joint corner with property now or formerly of J. C. Gresham; thence with Gresham line S. 56.5-0 W. 113.3 ft. to post; thence S. 33-0 E. 46.3 feet to post at the rear corner of Tucker property (now or formerly); thence N. 59-0 E. 112.8 ft. to the beginning point.

The above described property is the same conveyed to Mortgagor by deed of Patricia F. Smallman dated April 1, 1981 and recorded April 1, 1981 in the RMC Office for Greenville County in Deed Book 1145 at Page 483.

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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