

Mortgage of Real Estate

County of GREENVILLE

THIS MORTGAGE is dated December 20, 19 82

THE "MORTGAGOR" referred to in this Mortgage is Charles David Hammett

THE "MORTGAGEE" is BANKERS TRUST OF SOUTH CAROLINA, whose address is P. O. Box 608, Greenville, S.C. 29602

THE "NOTE" is a note from Charles David Hammett to Mortgagee in the amount of \$ 10,000.00 dated December 20, 19 82 The Note and any documents renewing, extending or modifying it and any notes evidencing future advances are all referred to as the "Note" and are considered to be a part of this Mortgage. The final maturity of the Note is December 19, 19 89 The amount of debt secured by this Mortgage, including the outstanding amount of the Note and all Future Advances under paragraph 13 below, shall at no time exceed \$ 10,000.00 plus interest, attorneys' fees, and court costs incurred in collection of amounts due hereunder, and Expenditures by Mortgagee under paragraph 5 below. Interest under the Note will be deferred, accrued or capitalized, but Mortgagee shall not be required to defer, accrue or capitalize any interest except as provided in the Note.

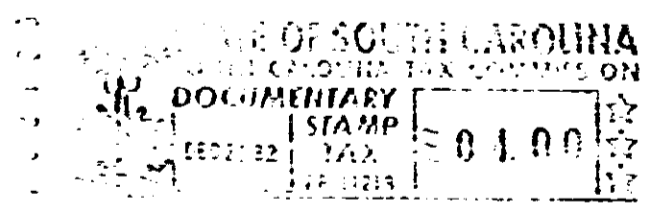
THIS MORTGAGE is given to secure to Mortgagee the repayment of the following amounts, with interest: (a) the indebtedness evidenced by the Note; (b) any Future Advances made under paragraph 13 below; (c) Expenditures by Mortgagee under paragraph 5 below; and (d) attorneys' fees, court costs and other amounts which may be due under the Note and this Mortgage. In consideration of the above indebtedness and for other valuable consideration which Mortgagee acknowledges receiving, Mortgagor does hereby mortgage, grant and convey to Mortgagee, its successors and assigns, the following described property:

ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Cleveland Township near River Falls, being composed of four tracts of land, Lot No. 28 on Plat of Cool River Heights recorded in the RMC Office for Greenville County in Plat Book S at Page 5; 0.26 acres on Plat of Edna Y. Moon recorded in the RMC Office for Greenville County in Plat Book FF at Page 395; 1.2 acres recorded in the RMC Office for Greenville County in Plat Book 4-B at Page 43, and a tract of land according to Plat of Margie Wilson Varner made by J.C. Hill dated December 17, 1955, and having in the aggregate the following metes and bound, to-wit:

BEGINNING at an iron pin in the center of Middle Saluda River at a point just west of a wooden bridge and running thence along the center of said river as the line 138 feet, more or less, to an iron pin; thence N. 33-45 E. 55 feet to an iron pin in the rear corner of Lot 29 of Cool River Heights; thence N. 39 E. 75 feet to an iron pin at the joint corner of Lots 28 and 29; thence along the line of Lot 29, N. 49-30 W. 299.5 feet to an iron pin; thence N. 53-02 E. 113 feet to an iron pin; thence N. 56-14 E. 140 feet to an iron pin; thence S. 88-13 E. 183 feet to an iron pin; thence S. 14-38 W. 233.5 feet to a point in the center of River Drive; thence along the center of River Drive S. 32-40 E. 17.8 feet to an iron pin; thence along the center of said Drive, S. 46-30 E. 52 feet to an iron pin; thence along the County Road west of the bridge S. 23 W. 51 feet, more or less, to the point of beginning. This property is shown on the Block Book as Sheet 675.2, Block 1, Lot 8, 9, 10, and 11.1.

This is the same property acquired by the Mortgagor herein by deed of Mozelle F. Hammett recorded on January 25, 1980, in Deed Book 1119 at Page 581.

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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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