

Mortgage of Real Estate

County of GREENVILLE

THIS MORTGAGE is dated

FILED
GREENVILLE CO. S. C.
MAR 23 3 13 PM '83
DONNIE S. WALKER
R.M.C. CLERK

March 22, 1983

THE "MORTGAGOR" referred to in this Mortgage is GEORGE O'SHIELDS BUILDERS, INC. and RONALD E. PHILLIPSTHE "MORTGAGEE" is BANKERS TRUST OF SOUTH CAROLINA, whose address is _____Post Office Box 509, Mauldin, South Carolina 29662

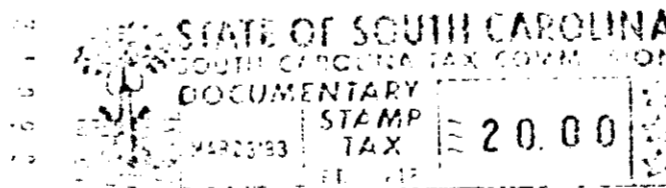
THE "NOTE" is a note from George O'Shields Builders, Inc. and Ronald E. Phillips to Mortgagee in the amount of \$50,000.00, dated March 22, 1983. The Note and any documents renewing, extending or modifying it and any notes evidencing future advances are all referred to as the "Note" and are considered to be a part of this Mortgage. The final maturity of the Note is September 19, 1983. 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 \$50,000.00, 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 Mortgagor 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 situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 31 on plat of BROOKFIELD WEST, SECTION II, recorded in the RMC Office for Greenville County in Plat Book 7X, Page 88 and also as shown on a more recent survey prepared by Freeland & Associates, dated March 17, 1983, entitled "Property of George O'Shields Builders, Inc. Ronald E. Phillips", and recorded in the RMC Office for Greenville County in Plat Book _____, Page _____, and having, according to the more recent survey, the following metes and bounds, to wit:

BEGINNING at an iron pin on the northwestern side of Brynhurst Court, joint front corner of Lots 30 and 31 and running thence along the common line of said lots, N 26-35 W 150.0 feet to an iron pin; thence turning and running N 63-25 E 95.0 feet to an iron pin; thence turning and running along the common line of Lots 31 and 32, S 29-07 E 100.15 feet to an iron pin on Brynhurst Court; thence turning and running with the curve of Brynhurst Court, the chord of which is S 17-09-26 W 69.13 feet to an iron pin; thence turning and running still along Brynhurst Court, S 63-25 W 51.64 feet to an iron pin, the point of beginning.

Being the same property conveyed to the mortgagors herein by deed of The Vista Company, Inc. and Dee A. Smith Company, Inc., to be recorded of even date herewith.



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);