

State of South Carolina

FILED
GREENVILLE, S.C.

30. 1635 848

Mortgage of Real Estate

County of GREENVILLE

MAY 30 2 59 PM '83

DONNIE R. LEELEY
R.M.C.

THIS MORTGAGE is dated May 27, 1983

THE "MORTGAGOR" referred to in this Mortgage is CLEMMON N. SMITH

THE "MORTGAGEE" is BANKERS TRUST OF SOUTH CAROLINA, whose address is

P. O. Box 608, Greenville, South Carolina 29602

THE "NOTE" is a note from Clemmon N. Smith

to Mortgagee in the amount of \$101,000.00, dated May 27, 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 May 21, 1984. 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 \$101,000.00, 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.

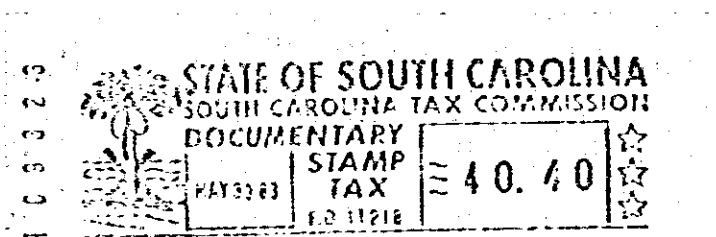
THIS MORTGAGE is given to secure to Mortgagee the repayment of the following amounts, with interest: (a) the indebtedness evidenced by the Note; (b) any Future Advances made under paragraph 13 below; (c) Expenditures by Mortgagee under paragraph 5 below; and (d) attorneys' fees, court costs and other 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, together with all improvements thereon, situate, lying and being on the Western side of Augusta Road, in the County of Greenville, State of South Carolina, and being shown and designated on plat entitled Property of Clemmon N. Smith, dated May 20, 1983, prepared by Jones Engineering Service, and recorded in the RMC Office for Greenville County, S. C. in Plat Book 9-1, at Page 56, and having, according to said plat, the following metes and bounds:-

BEGINNING at an iron pin on the Western side of Augusta Road (said iron pin being located 175 feet from I-85 Access road), and running thence N. 78-56 W. 125.0 feet to an iron pin; thence S. 9-21 E. 152.7 feet to an iron pin; thence N. 81-04 E. 24.52 feet to an iron pin; thence N. 87-52 E. 39.82 feet to an iron pin; thence N. 74-07 E. 84.87 feet to an iron pin on the Western side of Augusta Road; thence with the Western side of Augusta Road, N. 25-56 W. 109.19 feet to the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Belton R. O'Neill, Jr., dated May 27, 1983, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1189, at Page 136, on May 30, 1983.

SC10 3 MY30 83 050



4.00C/N

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);