

State of South Carolina

Mortgage of Real Estate

RE 83-137
County of Greenville

FILED
GREENVILLE

THIS MORTGAGE is dated 18th day, August 1983 19 83

THE "MORTGAGOR" referred to in this Mortgage is Ward S. Stone, Jr. and Cathy P. Stone

THE "MORTGAGEE" is BANKERS TRUST OF SOUTH CAROLINA, whose address is Bankers Trust Plaza Greenville, South Carolina 29601

THE "NOTE" is a note from Ward S. Stone, Jr. and Cathy P. Stone to Mortgagee in the amount of \$ 70,000.00, dated August 18, 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 14, 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 \$ 70,000.00, 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, being, and lying in the County and State aforesaid, in the City of Greenville, on the east side of McDaniel Avenue, and known and designated as lot No. 36 on revised plat of McDaniel Heights, by Dalton and Neves, dated July 1932, and having the following metes and bounds, to wit:

Beginning at an iron pin on the east side of McDaniel Avenue 100 feet from the northeast corner of Newman Street, and running thence with McDaniel Avenue N. 14-29 E. 75 feet to an iron pin, corner of lot No. 35; thence with line of lot No. 35 S. 75-31 E. 170 feet to an iron pin; thence S. 14-29 W. 75 feet to an iron pin; corner of lot No. 37 thence with line of said lot N. 75-31 W. 170 feet to the beginning point on McDaniel Avenue.

The above described property is the same property acquired by Ward S. Stone, Jr., et al by deed of Dorothy S. Isler & Muriel S. Petty executors of the estate of Effie S. Fry dated and recorded concurrently 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).

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