

State of South Carolina

FILED
GREENVILLE CO. S.C.
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R.M.C. MERSLEY

VOL 1634 PAGE 442

Mortgage of Real Estate

County of Greenville

THIS MORTGAGE is dated November 7, 19 83

THE "MORTGAGOR" referred to in this Mortgage is Romayne Barnes

THE "MORTGAGEE" is BANKERS TRUST OF SOUTH CAROLINA, whose address is Post Office Box 608, Greenville, South Carolina 29602

THE "NOTE" is a note from Romayne Barnes to Mortgagee in the amount of \$30,000.00, dated November 7, 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 November 1, 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 \$30,000.00, 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 piece, parcel or tract of land, containing 1.898 acres, more or less, situate, lying and being on the Southern side of Crescent Avenue, in the City of Greenville, County of Greenville, State of South Carolina, as shown on a plat entitled "Property of Romayne Barnes", dated September, 1983, prepared by Dalton & Neves Co., Engineers, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 9-X at page 98, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Southern side of Crescent Avenue at the joint corner of the premises herein described and property now or formerly of Mack A. Whittle, Jr., and running thence with the line of said Whittle property S. 0-50 E. 91.77 feet to an iron pin; thence continuing with the line of the said Whittle property S. 88-36 E. 49 feet to an iron pin; thence still continuing with the line of the said Whittle property and with the line of Crescent Place S. 1-03 E. 114.38 feet to an iron pin; thence continuing with the line of Crescent Place, the following courses and distances: N. 88-57 E. 10 feet to an iron pin, thence S. 1-03 E. 46 feet to an iron pin, thence S. 88-57 W. 10 feet to an iron pin, and thence S. 1-03 E. 113 feet to an iron pin in the line of property now or formerly of Martha T. Douglass; thence with the line of the said Douglass property and with the line of property now or formerly of Lewis C. Rasor, Jr., N. 87-47 E. 115.6 feet to an iron pin; thence with the line of property now or formerly of John M. Patterson and George E. Williams N. 8-53 E. 196.5 feet to an iron pin; thence continuing with the line of the said Williams property S. 88-11 E. 58 feet to an iron pin in the line of property now or formerly of Jean Davis Provost; thence with the line of the said Provost property N. 4-14 W. 199.1 feet to an iron pin on the Southern side of Crescent Avenue; thence with the Southern side of Crescent Avenue S. 84-00 W. 287 feet to the point of beginning.

This is a greater portion of the property conveyed to the Mortgagor herein by deed of Thomas C. Furman, dated September 8, 1948, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 358 at page 331, on September 8, 1948, and the identical property conveyed to the Mortgagor herein by deed of Mack I. Whittle, Jr., and Deborah N. Whittle, dated July 13, 1982, and recorded in said R.M.C. Office in Deed Book 1170 at page 17, on July 13, 1983.

(Cont'd. on attached Rider)

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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