

State of South Carolina

Mortgage of Real Estate

County of Greenville

FILED
GRY: [unclear] S.C.

THIS MORTGAGE is dated January 25, 1984

THE "MORTGAGOR" referred to in this Mortgage is R. Robbins Brothers, Inc., a corporation

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 Robbins Brothers, Inc. to Mortgagee in the amount of \$19,000.00, dated January 25, 1984. 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 January 15, 1989. 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 \$19,000.00, 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 located in Austin Township, County of Greenville, State of South Carolina, situate, lying and being on the southern side of Jonesville Road, said tract consisting of approximately 11.66 acres and being shown on a plat entitled "Property of V. L. Ashmore, Jr.," dated October 14, 1974, said plat being recorded in the RMC Office for Greenville County in Plat Book 5F at Page 91 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Jonesville Road at the joint front corner of property of McGaha and the property to be conveyed herein, and running thence along the southern side of Jonesville Road, N. 62-01 E. 619.7 feet to an old iron pin, which old iron pin is situate 769.9 feet from Schuffleton Road; thence S. 19-24 E. 727.1 feet to an old pin; thence S. 18-27 E. 199.95 feet to an old iron pin; thence S. 22-02 E. 169.2 feet to an old iron pin; thence N. 72-15 E. 227.1 feet to an old iron pin; thence S. 17-59 E. 210 feet to an old stone; thence S. 39-30 E. 25 feet to an old iron pin; thence S. 72-31 W. 226.5 feet to an old iron pin; thence N. 39-28 W. 25 feet to an iron pin; thence N. 61-34 W. 307.45 feet to an old iron pin; thence N. 41-51 W. 1065.2 feet to the point of beginning.

This is the same property conveyed to the mortgagor herein by deed of Virgil L. Ashmore, Jr. by deed recorded in the RMC Office for Greenville County on August 23, 1978 in Deed Book 1085 at Page 970.

This mortgage is second and junior in lien to that mortgage given in favor of Virgil L. Ashmore, Jr. dated August 23, 1978 in the amount of Thirty-Two Thousand, Five Hundred and No/100 (\$32,500.00) Dollars, recorded in the RMC Office for Greenville County in Mortgage Book 1442 at Page 55, on August 23, 1978.

GCTO --- 1 JA2684 1541

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STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
JAN 25 1984
\$ 07.60

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