

State of South Carolina

1985 397

Mortgage of Real Estate

County of GREENVILLE

THIS MORTGAGE is dated March 30, 1984

THE "MORTGAGOR" referred to in this Mortgage is James O. Farnsworth and Richard O. Farnsworth

THE "MORTGAGEE" is BANKERS TRUST OF SOUTH CAROLINA, whose address is Post Office Box 1608, Greenville, South Carolina 29602

THE "NOTE" is a note from Farnsworth Builders, Inc. to Mortgagee in the amount of \$ 80,000.00, dated March 30, 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 February 28, 1985. 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 \$ 80,000.00, 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, located, lying and being in the County and City of Greenville, State of South Carolina, being shown on plat entitled "Property of Richard O. Farnsworth", dated May 3, 1979, prepared by Freeland & Associates, and recorded in the RMC Office for Greenville County, S.C., in Plat Book 7F at Page 73, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the Northern side of the right-of-way of East North Street, (said old iron pin being 429 feet, more or less, from Spartanburg Street), and running thence along said right-of-way S. 72-53 W., 135.02 feet to a new iron pin at the joint corner of the within tract and property now or formerly of Hampton Investors Corporation of Greenville, Inc.; thence along the joint line of said tracts N. 18-58 W., 241.56 feet to a new iron pin; thence N. 71-40 E., 143.42 feet to an old iron pin; thence S. 16-59 E., 244.48 feet to an old iron pin on the Northern side of the right-of-way of East North Street, the point and place of beginning.

This is the same property conveyed to the Mortgagor herein by Deed of Hampton Investors Corporation of Greenville, South Carolina, dated June 1, 1979, and recorded in the RMC Office for Greenville County, S.C. in Deed Book 1104, at Page 15, on June 4, 1979.

RECORDED IN THE RMC OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA
STAMP TAX \$ 2.00

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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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