

THE PALMETTO BANK

## Mortgage of Real Estate

State of South Carolina  
County of Greenville )

Greenville )

THIS MORTGAGE is dated July 6, 1984

THE "MORTGAGOR" referred to in this Mortgage is Richard Hilton and Phyllis Hilton

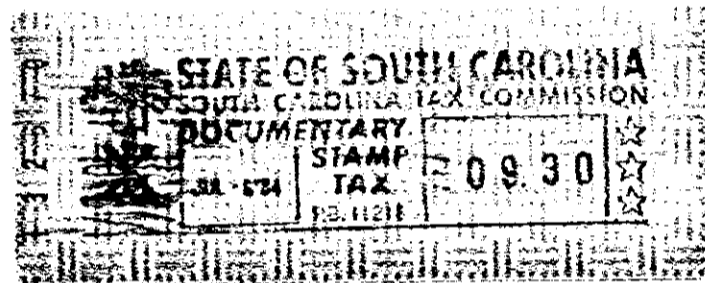
whose address is 403 Wemberly Drive, Simpsonville, S.C. 29681

THE "MORTGAGEE" is The Palmetto Bank

whose address is P.O. Box 49, West Main St., Laurens, South Carolina 29360

THE "NOTE" is a note from Richard Hilton and Phyllis Hilton to Mortgagee in the amount of \$ 31,000.00, dated 6 July, 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 6 July, 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 \$ 50,000.00, plus interest, attorneys' fees not to exceed fifteen (15%) per cent of the unpaid debt, 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, and the Mortgagee's heirs, successors and assigns, the following described property:



ALL that certain piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina, near the City of Simpsonville and being shown and designated as Lot 92, running on Wemberly Drive, plat of Wemberly Way by Campbell & Clark Surveyors, Inc. for Tri-Co. Investments, Inc. dated June 17, 1974, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin in the northern edge of Wemberly Drive, joint front corner with Lot 91 and running thence N. 12-27 E. 150 feet to an iron pin; thence turning and running along joint line with Lot 86, S. 77-33 E. 100 feet to an iron pin; thence turning and running along joint line with Lot 93, S. 12-27 W. 150 feet to an iron pin, joint front corner with Lot 93; thence along Wemberly Drive N. 77-33 W. 100 feet to an iron pin the point of BEGINNING.

This conveyance is made subject to any restrictions, reservations, zoning ordinances, or easements that may appear of record on the recorded plat(s), or on the premises.

This is the identical piece of property which was conveyed to Richard Hilton and Phyllis Hilton from Paul E. Bachtel and Marsha F. Bachtel by deed to be recorded simultaneously herewith.

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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):