

Mortgage of Real Estate

County of GREENVILLE

VOL 1680 PAGE 859

THIS MORTGAGE is dated 7th day of March 1984

THE "MORTGAGOR" referred to in this Mortgage is DOUGLAS A. SMITH

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 DOUGLAS A. SMITH

to Mortgagee in the amount of \$ 125,000.00, dated 7th day of March, 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 April 1, 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 \$ 125,000.00, 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, lying and being in the State of South Carolina, County of Greenville within the corporate limits of the City of Greenville as is more fully shown on a plat entitled "Property of Douglas A. Smith" prepared by Freeland & Associates, Engineers and Land Surveyors dated January 9, 1984, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southern side of College Street at its intersection with North Richardson Street and running thence with the Southern side of College Street S. 57-49 E. 64.83 feet to an X in concrete at the intersection of College Street and North Laurens Street; running thence with the Western side of North Laurens Street S. 21-03 W. 130.04 feet to an iron nail at the corner of property identified on the Greenville County Tax Maps as 2-5-13 and running thence along the line of said property N. 67-46 W. 92.48 feet to an iron nail on the Eastern side of North Richardson Street and running thence with the Eastern side of North Richardson Street N. 41-02 E. 47.44 feet to an iron pin; running thence S. 67-45 E. 13.0 feet to an iron nail at the corner of the building located on the within described property and running thence along the Western side of the building wall as the line N. 20-53 E. 96.28 feet to the POINT OF BEGINNING.

Being the same property conveyed to the Mortgagor herein by Deed of Old Property Associates, a Limited Partnership dated and recorded simultaneously herewith.

OFFICE OF THE CLERK OF THE COURT  
STATE OF SOUTH CAROLINA  
DOCUMENTARY  
STAMP  
TAX  
\$ 50.00

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):

3556

1328-IV-21