

State of South Carolina

Vol 1005 331 005

Mortgage of Real Estate

County of Greenville

FILED GREENVILLE S.C.

ATTORNEY FILED

THIS MORTGAGE is dated Dec 27 11 30 AM 1984

THE "MORTGAGOR" referred to in this Mortgage is DONNIE S. ... Judson T. Minyard, Inc.

THE "MORTGAGEE" is BANKERS TRUST OF SOUTH CAROLINA, whose address is

P. O. Box 608, Greenville, SC 29602

THE "NOTE" is a note from Judson T. Minyard, Inc.

to Mortgagee in the amount of \$ 225,000.00 dated December 26, 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 1, 1988. 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 \$ 225,000.00, 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:

BEGINNING at an iron pin on the western side of the Laurens Road at the joint front corner of the property herein described hereinbelow and running thence S. 68-30 W. 388.9 feet to an iron pin; thence continuing with the line of the property herein described and the property described hereinbelow S. 25-0 E. 128 feet to an iron pin, at the corner of property of Alexander; thence along line of property of Alexander, S. 68-30 W. 360 feet to an iron pin; thence N. 25-0 W. 278 feet to an iron pin in line of property of Louis F. Puckhaber; thence along line of property of Puckhaber, N. 68-30 E. 748.5 feet to an iron pin on the western side of Laurens Road; thence along the Laurens Road S. 25-09 E. 150 feet to an iron pin, the point of beginning.

This being the identical property conveyed to Judson T. Minyard, Inc. by deed from Walter S. Griffin, Robert S. Small, David E. Cromwell and S. Arnold Hickox, dated March 1, 1976, recorded March 29, 1976, in Deed Book 1033 at Page 754, RMC Office for Greenville County, S. C.

BEGINNING at an iron pin on the western side of Laurens Road, joint front corner of property of Walter S. Griffin, Robert S. Small, David E. Cromwell and S. Arnold Hickox, thence with said line, S. 68-30 W. 388.9 feet to an iron pin; thence with the Griffin, et al line, S. 25-0 E. 128 feet to an iron pin on property owned or formerly owned by Alexander; thence with the Alexander line, N. 68-30 E. approximately 392.6 feet to the western edge of Laurens Road; thence with Laurens Road, N. 25-09 W. approximately 128 feet to the beginning.

LESS, however, the following described portion, previously conveyed by the Mortgagor to Fairlane-Litchfield Company, Inc. by deed recorded in Deed Book 1146 at Page 593, RMC Office for Greenville County, South Carolina.

ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, on the western side of Laurens Road (also known as U. S. Highway 276) and having, according to plat of survey for Fairlane-Litchfield Co., Inc. by Carolina Surveying Co., dated March 19, 1981, the following metes and bounds, to-wit:

(Continued on 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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