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State of South Carolina

County of GREENVILLE

FILED GREENVILLE CO. S.C.

MAY 17 3 03 PM '78

CONNIE S. TANKERSLEY R.H.C.

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Mortgage of Real Estate

THIS MORTGAGE made this 17th day of May 19 78

by Joe W. Hiller

(hereinafter referred to as "Mortgagor") and given to Bankers Trust of South Carolina

(hereinafter referred to as "Mortgagee"), whose address is P. O. Box 608 Greenville, South Carolina 29602

WITNESSETH:

THAT WHEREAS, Joe W. Hiller is indebted to Mortgagee in the maximum principal sum of Seventy-five Thousand and 00/100 Dollars (\$ 75,000.00), which indebtedness is evidenced by the Note of Joe W. Hiller of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is 90 days after the date hereof, the terms of said Note and any agreement modifying it are incorporated herein by reference.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof up in the same or different terms or at the same or different rate of interest and also to secure in accordance with Sections 29-3-50, as amended, Code of Laws of South Carolina (1976) (i) all future advances and readvances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note, or by other promissory notes, and all renewals and extensions thereof, and (ii) all other indebtedness of Mortgagor to Mortgagee, now or hereafter existing, whether direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed \$ 75,000.00 plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorneys fees, has granted, bargained, sold, released and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described property:

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- assign of Mortgagee may make advances hereunder, and all advances and all other indebtedness of Mortgagor to such successor or assign shall be secured hereby.
- (c) Whenever in this Mortgage one of the parties hereto is named or referred to, the heirs, legal representatives, successors and assigns of such parties shall be included and all covenants and agreements contained in this Mortgage by or on behalf of the Mortgagor or by or on behalf of the Mortgagee shall bind and inure to the benefit of their representatives, heirs, successors and assigns, whether so expressed or not.
- (d) The headings of the sections, paragraphs and subdivisions of this Mortgage are for the convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof.
- (e) If fulfillment of any provision hereof or any transaction related hereto or to the Note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, and if such clause or provision herein contained operates or would prospectively operate to invalidate this Mortgage, in whole or in part, then such clause or provision only shall be held for naught, as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect.
- (f) This Mortgage shall be construed and enforced in accordance with the laws of South Carolina.

Satisfied in Full

Bankers Trust of South Carolina, N.A.

By John R. Anthony, Ass't. Vice President

Witness Ruth Miller

Witness M. J. Stitt



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Boyer and Grayson, Attorneys

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IN WITNESS WHEREOF, Mortgagor has executed this Mortgage under seal the day and year first above written.

Signed, sealed and delivered in the presence of

Patrick W. Grayson
Jequeline M. Garrall

Joe W. Hiller

(SEAL)

(SEAL)

(SEAL)

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