

State of South Carolina

County of GREENVILLE

FILED GREENVILLE CO. S. C.

SEP 13 10 34 AM '78

DONNIE S. TANKERSLEY R.M.C.

BOOK 1444 PAGE 24

Mortgage of Real Estate

BOOK 64 PAGE 436

THIS MORTGAGE made this 11th day of September, 1978

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 Two Thousand Eight Hundred Eighty-four and 62/100 Dollars (\$ 2,884.62), 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 August 15, 1978 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 upon the same or different terms or at the same or different rate of interest and also to secure in accordance with Section 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 \$ 2,884.62 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:

3 FEB 16 1979 1421

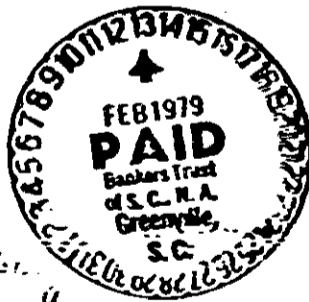
- (a) The Mortgagee or its successors or assigns may make advances hereunder, and all advances and all other indebtedness of Mortgagor to such successor or assign shall be secured hereby.
- (c) Whenever in this Mortgage one of the parties hereto is named or referred to, the heirs, legal representatives, 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.  
John R. Anthony, Vice President

Witness: *[Signature]*

Witness: *[Signature]*



Bozeman and Grayson, Attorneys

FILED GREENVILLE CO. S. C. FEB 16 1979

11 25 AM '79 STANKERSLEY R.M.C.

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

*[Signature]*  
*[Signature]*

*[Signature]* (SEAL)

(SEAL)

(SEAL)

4328 RV-2