

FILED
State of South Carolina GREENVILLE CO. S.C.
AUG 22 3 24 PM '80

County of Greenville, S. C. TANKERSLEY
R.H.C.

rec 1512 a 273

Mortgage of Real Estate

BOOK 75 PAGE 638

THIS MORTGAGE made this 22nd day of August 1980

by Mark E. Coburn and Miles M. Adair

(hereinafter referred to as "Mortgagor") and given to Bankers Trust of S. C.

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

Greenville, S. C. 29602

WITNESSETH:

THAT WHEREAS, Mark E. Coburn and Miles M. Adair is indebted to Mortgagee in the maximum principal sum of Seventy-six Thousand Five Hundred Thirty and 64/100----- Dollars (\$ 76,530.64), which indebtedness is evidenced by the Note of Mark E. Coburn and Miles M. Adair of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is 360 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 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 sounding the same. This paragraph shall not be deemed to prohibit any other manner of delivering a notice or other document.

14. Miscellaneous.

- It is understood and agreed that all indebtedness of Mortgagor to Mortgagee at any time hereafter existing resulting from advances and readvances heretofore, now or hereafter made by Mortgagee to Mortgagor, regardless of whether such advances and readvances are made at the option of the Mortgagee, or otherwise, will be secured by this instrument up to the maximum principal amount hereinabove set forth plus interest thereon, court costs and attorneys fees until all of said indebtedness has been satisfied in full.
- The agreements herein shall inure to the benefit of Mortgagee, its successors and assigns, and any successor or 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.
- 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.
- 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.
- 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.
- This Mortgage shall be construed and enforced in accordance with the laws of South Carolina.

REC'D 23 CO. S.C.
DONHIE R.H.C. TANKERSLEY
AUG 23 1980

Satisfied in Full
Bankers Trust of South Carolina, N.A.

By John S. Poole, Vice President
Witness Jane L. Slasner
Witness Ruth E. Miller

8432



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
John S. Poole
Nancy M. Stickle

Jeff Effler (SEAL)
Miles M. Adair (SEAL)
(SEAL)

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