

State of South Carolina

FILED
GREENVILLE COUNTY, S.C.
APR 30 PM '80
DORIS JAMES ASLEY
M.S.

BOOK 1501 PAGE 959

Mortgage of Real Estate

County of GREENVILLE

THIS MORTGAGE made this 30th day of April 19 80

by S.M.C. CORPORATION

(hereinafter referred to as "Mortgagor") and given to BANKERS TRUST OF SOUTH CAROLINA

(hereinafter referred to as "Mortgagee") whose address is 104 South Main Street, Mauldin, South Carolina 29662

WITNESSETH.

THAT WHEREAS, S.M.C. Corporation is indebted to Mortgagee in the maximum principal sum of Sixty Five Thousand and No/100 Dollars (\$ 65,000.00), which indebtedness is evidenced by the Note of S.M.C. Corporation of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is eighty-four (84) months 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) in 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 \$ 65,000.00 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

All that piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, Town of Mauldin, and shown on a plat thereof by W. J. Riddle, dated September, 1950, and recorded in the R.M.C. Office for Greenville County in Plat Book X, Page 198 and having, according to a more recent survey entitled "Survey for S.M.C. Corporation" dated April 21, 1980, prepared by Carolina Engineering and Surveying Company, recorded in the R.M.C. Office for Greenville County in Plat Book 72, Page 45, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the eastern side of Murray Drive (formerly Green Street), at a point 25 feet from the center line of the railroad track and running thence N. 72-38 E., 293.2 feet to an iron pin; thence N. 15-33 W., 72.6 feet to an old iron pin; thence N. 78-30 E., 210.8 feet to an iron pin; thence S. 14-42 E., 260.2 feet to an iron pin; thence S. 74-30 W., 482.3 feet to an old iron pin on the eastern side of Murray Drive (formerly Green Street) which pin is 25 feet from the center line of the railroad tract and running thence along the side of said Street N. 20-30 W., 193.2 feet to an old iron pin at the point of beginning.

ALSO: An easement or right of way over Lot 4 of Block 2 on the County Block Book Map M2.1 (being property of H. C. Shaver) for the purpose of installing and maintaining a sewer connection between the above-described property and Miller Road. This easement was granted unto the mortgagor with the understanding that the line shall be installed as close to the western boundary of property now of Barney Fowler (shown on the above Block Book Map as Lot 4.1) and with the further understanding that the line shall extend from Miller Road in a northerly direction in a straight line, which line shall be parallel to the western line of the lot of Barney Fowler.

This is the same property conveyed to the mortgagor by deed of H. C. Shaver recorded in the R.M.C. Office for Greenville County on December 16, 1969, in Deed Book 881, Page 171. Also see deed recorded December 8, 1971, in Deed Book 931, Page 314.

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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