

State of South Carolina

BOOK 1551 PAGE 967

GREENVILLE CO. S. C. Mortgage of Real Estate

County of GREENVILLE

SEP 4 13 10 PM '81

THIS MORTGAGE made this 2nd day of September, 19 81

DONNIE S. TANKERSLEY R.M.C.

by Hugh L. Sykes

(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, S. C. 29662

WITNESSETH:

THAT WHEREAS, Hugh L. Sykes is indebted to Mortgagee in the maximum principal sum of One Hundred Five Thousand and No/100----- Dollars (\$ 105,000.00), which indebtedness is evidenced by the Note of Hugh L. Sykes of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is October 28, 1981

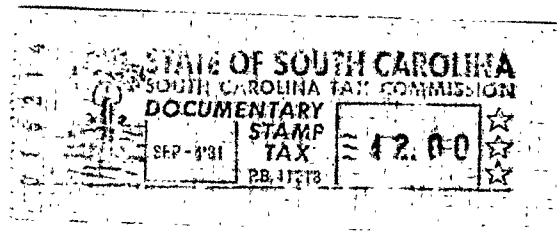
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate 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 \$ 105,000.00 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 County of Greenville, State of South Carolina, containing five (5) acres, more or less, and being a portion of Lot No. 5 and a portion of Lot No. 4 as is shown on a plat by Arbor Engineering entitled "Plat Prepared for Mr. Rick Fairbanks," dated July 10, 1978, and revised August 24, 1978, with a more complete description thereof being contained in that certain plat entitled "Property of Harry L. Sykes" prepared by Arbor Engineering, which plat is of record in the RMC Office for Greenville County in Plat Book 8-F at Page 64, reference to said plat being craved for a metes and bounds description thereof.

This is the same property conveyed to the Mortgagor herein by deed of William D. Richardson and James B. Newman dated November 3, 1980, and recorded in the Office of the RMC for Greenville County on November 17, 1980, in Deed Book 1137 at Page 386.

The Lender and Borrower have entered into a certain Loan Agreement dated September 1, 1981, the provisions of which are incorporated herein by reference as fully and to the same extent as though set out herein verbatim. A default in said Loan Agreement shall be treated as a default in this instrument.

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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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