

State of South Carolina

FILED  
GREENVILLE CO. S. C.

Mortgage of Real Estate

County of Greenville

MAR 28 4 46 PM '83

DONNIE S. TANKERSLEY

THIS MORTGAGE is dated March 25, 19 83THE "MORTGAGOR" referred to in this Mortgage is Jayanti P. PatelTHE "MORTGAGEE" is BANKERS TRUST OF SOUTH CAROLINA, whose address is P. O. Box 608  
Greenville, South Carolina 29602

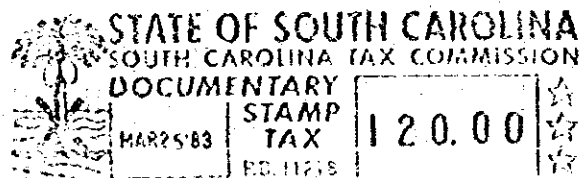
THE "NOTE" is a note from JHM Enterprise Associates, a Tenn. General Partnership to Mortgagee in the amount of \$ 300,000.00, dated March 25, 19 83. The Note and any documents renewing, extending or modifying it and any notes evidencing future advances are all referred to as the "Note" and are considered to be a part of this Mortgage. The final maturity of the Note is on demand, 19     . The amount of debt secured by this Mortgage, including the outstanding amount of the Note and all Future Advances under paragraph 13 below, shall at no time exceed \$ 300,000.00, plus interest, attorneys' fees, and court costs incurred in collection of amounts due hereunder, and Expenditures by Mortgagee under paragraph 5 below. Interest under the Note will be deferred, accrued or capitalized, but Mortgagee shall not be required to defer, accrue or capitalize any interest except as provided in the Note.

THIS MORTGAGE is given to secure to Mortgagee the repayment of the following amounts, with interest: (a) the indebtedness evidenced by the Note; (b) any Future Advances made under paragraph 13 below; (c) Expenditures by Mortgagee under paragraph 5 below; and (d) attorneys' fees, court costs and other amounts which may be due under the Note and this Mortgage. In consideration of the above indebtedness and for other valuable consideration which Mortgagor acknowledges receiving, Mortgagor does hereby mortgage, grant and convey to Mortgagee, its successors and assigns, the following described property:

All that certain piece, parcel or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, and according to a plat of the property of Royal Venture Incorporated, dated February 6, 1973, prepared by Jones Engineering Service, having the following metes and bounds, to-wit:

Beginning on the edge of the right of way of a frontage road and running thence along the common line of this property and property of the State of South Carolina, S 7-55 E 378.3 feet to an iron pin; thence N 60-22 W 60.7 feet to an iron pin, thence turning and running, S 15-35 W 156 feet to a point in the center of Brushy Creek; thence with the center of said creek, S 88-12 W 95.9 feet to a point in the center of said creek; thence continuing along said creek, N 84-45 W 148.2 feet to an iron pin in the center of said creek; thence turning and running N 7-55 W 440.4 feet to an iron pin on the southern side of the right of way of a frontage road near U. S. Highway I-85 and running thence with said frontage road N 82-05 E 350 feet to the point of beginning.

Being the same property conveyed to mortgagor herein by deed of Royal Venture, Incorporated, dated July 6, 1979, recorded July 19, 1979 in Book 1107 at page 40.



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);