

State of South Carolina )

1028-458

Mortgage of Real Estate

County of GREENVILLE

FILED  
GREENVILLE  
SEP 19 1983

THIS MORTGAGE is dated September 9, 1983

THE "MORTGAGOR" referred to in this Mortgage is Don B. Noell and Anne S. Noell

THE "MORTGAGEE" is BANKERS TRUST OF SOUTH CAROLINA, whose address is P. O. Box 608, Greenville, South Carolina, 29602

THE "NOTE" is a note from Don B. Noell and Anne S. Noell to Mortgagee in the amount of \$34,020.00, dated September 9, 1983. 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 March 6, 1985. 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 \$34,020.00, 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, lying, being and situate in the County of Greenville, State of South Carolina, being known and designated as Lot No. 46 as shown on a plat entitled "BELLE TERRE ACRES, Section 3" prepared by Piedmont Surveyors, dated April 20, 1978, in Plat Book 6-H at Page 44, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the northeast side of El-Je-Ma Forest Drive, joint front corner of Lot 46 and 47 and running thence along the northeast side of El-Je-Ma Forest Drive N. 55-18 W. 124.4 feet to a point; thence continuing along the northeast side of El-Je-Ma Forest Drive N. 45-15 W. 10.6 feet to a point at the joint front corner of Lots 45 and 46; thence running with the line of Lot No. 45 N. 3730 E. 307.4 feet to a point at the joint rear corner of Lot Nos. 45 and 46; thence S. 52-53 E. 116.21 feet to a point at the joint rear corner of Lot Nos. 46 and 47; thence running with the line of Lot 47 S. 34-00 W. 304.0 feet to the point of beginning.

This being the same property conveyed to the Mortgagors herein by deed of James W. Mahon dated October 6, 1978 and recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1089 at Page 432.

STAMP: 1028-458

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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