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State of South Carolina

GREENVILLE CO. S. C. Mortgage of Real Estate

County of GREENVILLE

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THIS MORTGAGE is dated

November 4 R.M.C. 19

THE "MORTGAGOR" referred to in this Mortgage is WILLIAM B. PRUITT and SARA C. PRUITT

THE "MORTGAGEE" is BANKERS TRUST OF SOUTH CAROLINA, whose address is P. O. Box 248, Columbia, South Carolina 29202.

THE "AGREEMENT" is a Credit Reserve Account Agreement dated November 4 , 1983, under which Mortgagee may make certain advances of credit to William B. and Sara C. Pruitt

The Agreement and any documents renewing, extending or modifying it and any items or documents evidencing future advances are all referred to as the "Agreement" and are considered to be a part of this Mortgage. The amount of debt secured by this Mortgage, including the outstanding amount advanced and the Agreement and all Future Advances under paragraph 13, below, shall at no time exceed \$ 40,000 _____, 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 Agreement will be deferred, accrued or capitalized, but Mortgagee shall not be required to defer, accrue or capitalize any interest except as may be provided in the Agreement.

THIS MORTGAGE is given to secure to Mortgagee the repayment of the following amounts, with interest:

(a) the indebtedness evidenced by the Agreement; (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 Agreement 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 situate, lying and being on the southerly side of Merrifield Drive near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 25, as shown on plat entitled "Merrifield Park", prepared by C. O. Riddle, dated October, 1967, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book OCO at Page 177 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southerly side of Merrifield Drive at the joint front corner of Lots Nos. 24 and 25 and running thence with the line of Lot No. 24 S. 19-00 W. 180 feet to an iron pin in the line of Lot No. 46; thence with the line of Lots Nos. 46 and 45 N. 71-00 W. 110 feet to an iron pin at the joint rear corner of Lots Nos. 25 and 26; thence with the line of Lot No. 26 N. 19-00 E. 180 feet to an iron pin on the Southerly side of Merrifield Drive; thence with the Southerly side of Merrifield Drive; thence with the Southerly side of Merrifield Drive S. 71-00 E. 110 feet to the point of beginning.

Derivation: Lloyd W. Gilstrap, Deed Book 849, at Page 284, recorded July 29, 1968.

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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);