

State of South Carolina)

Mortgage of Real Estate

County of Greenville)

THIS MORTGAGE is dated September 14, 19 84THE "MORTGAGOR" referred to in this Mortgage is J. Charles Burns and Martha T. BurnsTHE "MORTGAGEE" is BANKERS TRUST OF SOUTH CAROLINA, whose address is North Laurens St., Post Office Box 608, Greenville, South Carolina 29602

THE "NOTE" is a note from J. Charles Burns and Martha T. Burns to Mortgagee in the amount of \$ 16,000.00, dated September 14, 19 84. 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 October 1, 19 92. 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 \$ 16,000.00, 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.

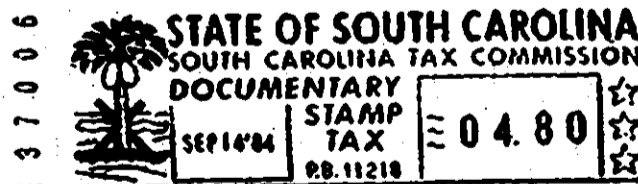
THIS MORTGAGE is given to secure to Mortgagee the repayment of the following amounts, with interest: (a) the indebtedness evidenced by the Note; (b) any Future Advances made under paragraph 13 below; (c) Expenditures by Mortgagee under paragraph 5 below; and (d) attorneys' fees, court costs and other 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 piece, parcel, or lot of land situate, lying and being on the southern side of the Old Spartanburg Road near the City of Greenville in the County of Greenville, State of South Carolina being a part of Lot No. 9 on plat of W.B. Smith property, which plat is recorded in the R.M.C. Office for Greenville County in Plat Book I at Page 144, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Old Spartanburg Road at corner of property now or formerly of Don B. Green which iron pin is 2102.5 feet west of the intersection of the Old Spartanburg Road with a county road; running thence along the center of Old Spartanburg Road N. 68-12 E. 190 feet to an iron pin in the center of the Old Spartanburg Road; thence S. 11-20 E. 485 feet to an iron pin; thence S. 78-0 W. 231 feet to an iron pin; thence along the line of property now or formerly of Don B. Green N. 5-48 W. 454.8 feet to an iron pin in the center of Old Spartanburg Road, the point of beginning.

This being the same property conveyed to J. Charles Burns by Martha T. Burns by deed recorded in the R.M.C. Office for Greenville County on March 14, 1980 in Deed Book 1182 at Page 144.

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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);