State of South Carolina

County of

APR 28 130 PH '83
R.H. PARENSIEN

THIS MORTGAGE is dated April 22,

GREENVILLE

. 19<u>83</u>

THE "MORTGAGOR" referred to in this Mortgage is J.W. Henderson and Mary I. Henderson

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

Greenville, South Carolina 29601

THE "NOTE" is a note from J.W. Henderson and Mary I. Henderson

to Mortgagee in the amount of \$ 20,000.00 , dated April 22 , 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 April 22 19 93 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 \$ 20.000.00 , 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 !!nrtgagee 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 improvements thereon, in Greenville Township, in the City of Greenville, County of Greenville, State of South Carolina, near Cleveland Park, between Cleveland Park and Laurens Road, in the Section known as Nicholtown, and being part of Lot \$10 of Plat recorded in Plat Book C, at Page 90 in the RMC Office for Greenville County, South Carolina, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin located on Carter Street 50 feet from the intersection of Dimes Street on the westerly side of Carter Street; thence S. 78-20 W. 107.36 feet to an iron pin; thence N. 1-32 E. 48.56 feet to an iron pin; thence N. 77-40 E. 108.23 feet to an iron pin at Carter Street; thence S. 2-06 W. 50 feet to an iron pin, the beginning corner.

BEING the same property conveyed to the Mortgagors herein by deed of Lahue Irby et al., dated March 1, 1978, and recorded in the RMC Office for Greenville County in Deed Book 1075, at Page 213.

õ

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 of hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto);

8