

State of South Carolina

Mortgage of Real Estate

1612 830

County of Greenville

GREENVILLE
JUN 23 4 09 PM '83
DONNELL

THIS MORTGAGE is dated June 22, 19 83

THE "MORTGAGOR" referred to in this Mortgage is The Beattie Company, Inc., of Greenville

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

THE "NOTE" is a note from The Beattie Company, Inc. of Greenville to Mortgagee in the amount of \$ 135,000.00, dated June 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 October 22, 19 83. 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 \$ _____, 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 in the City of Greenville, County of Greenville, State of South Carolina, being known as Lot 3 on a plat entitled "Crescent Place" prepared by Arbor Engineering, Inc. dated April 5, 1982, and recorded in the RMC Office for Greenville County, South Carolina in Plat Book 8-P at Page 78 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point along Jones Avenue, said point being 222 feet more or less south of the intersection of Jones Avenue and Crescent Avenue, and running thence along the line of Lot 4 S. 85-41 E. 86.58 feet to a point; thence N. 70-15 E. 40.0 feet to a point; thence N. 88-15 E. 89.0 feet to a point; thence S. 1-45 E. 46.0 feet to a point; thence along the line of Lot 2 S. 88-15 W. 74.0 feet to a point; thence N. 67-45 W. 15.0 feet to a point; thence S. 86-46 W. 126.95 feet to a point along Jones Avenue; thence running along Jones Avenue N. 0-22 E. 40.0 feet to a point along Jones Avenue, joint front corner of Lots 3 and 4, the point of beginning.

This being a portion of the property conveyed to First Carolina Development Corporation by deed of Jean Haley Jameson dated May 7, 1982, and recorded in the RMC Office for Greenville County, South Carolina in Deed Volume 1166 at Page 595 on May 7, 1982. The name of First Carolina Development Corporation has been changed to The Beattie Company, Inc. of Greenville as shown by Articles of Amendment filed in the Office of the Secretary of State for the State of South Carolina on October 19, 1982.

STATE OF SOUTH CAROLINA
NOTARIAL PUBLIC
NOTARY PUBLIC
STAMP
TAX 54.00

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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);

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