

GREENVILLE

SEP 16 1983

State of South Carolina)

Mortgage of Real Estate

County of GREENVILLE)

THIS MORTGAGE is dated September 16, 1983

THE "MORTGAGOR" referred to in this Mortgage is Guido H. Capri and Audrey A. Capri

THE "MORTGAGEE" is BANKERS TRUST OF SOUTH CAROLINA, whose address is P.O. Box 509, Mauldin, S.C. 29662

THE "NOTE" is a note from Guido H. Capri and Audrey A. Capri to Mortgagee in the amount of \$75,158.16, dated September 16, 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 September 16, 1991. 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 \$75,158.16, 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 County of Greenville, State of South Carolina, being known and designated as 6.28 acres on plat entitled "Property of Guido H. Capri and Audrey A. Capri" as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 9-X at Page 67 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the northeastern intersection of Augusta Road (U.S. Highway 25) and Lydia Street and running thence N. 73-43 E. 403.5 feet to an old iron pin; thence S. 28-35 E. 488.6 feet to an old iron pin; thence S. 66-05 W. 45.1 feet to an old iron pin; thence S. 66-28 W. 613.7 feet to an iron pin; thence N. 1-42 W. 579.4 feet to an iron pin, the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of Bankers Turst of South Carolina as Trustee under Will of Warther J. Sullivan as recorded in Deed Book 1029 at Page 118 on December 19, 1975.

THIS IS A SECOND MORTGAGE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
RECORDING TAX
STAMP
TAX \$30.00

400 3 3901A01

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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