

State of South Carolina )

Mortgage of Real Estate

County of GREENVILLE GREENV )  
FILED

THIS MORTGAGE is dated <sup>SEP 27 1983</sup> September 28, 1983

THE "MORTGAGOR" referred to in this Mortgage is PATE BRIDGERS AUGHTRY, INC.

THE "MORTGAGEE" is BANKERS TRUST OF SOUTH CAROLINA, whose address is \_\_\_\_\_

P. O. Box 608, Greenville, S.C. 29602

THE "NOTE" is a note from Pate Bridgers Aughtry, Inc.

to Mortgagee in the amount of \$155,000.00, dated September 28, 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 28, 1983. 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 \$155,000.00, 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 certain piece, parcel or lot of land, located, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 9 on plat entitled, "Collins Creek, Section Two", dated May 10, 1983, prepared by C. O. Riddle, recorded in the Greenville County R.M.C. Office in Plat Book 9-U, at Page 17, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point at the joint front corner of Lots Nos. 9 and 10, on the northern side of the right-of-way of Cleveland Street, and running thence along the joint line of said lots N. 27-47 E., 250.0-feet to a point at the joint rear corner of Lots 9 and 10; thence running S. 63-21 E., 136.91-feet to a point; thence running S. 21-50 E., 15.01-feet to a point on the Western side of the right-of-way of Collins Place; thence running along said right-of-way S. 26-41 W., 217.27-feet to a point; thence running S. 75-00 W., 37.53-feet to a point on the Northern side of the right-of-way of Cleveland Street; thence running along said right-of-way N. 61-47 W., 14.34-feet to a point; thence running N. 62-13 W., 110.6-feet to a point at the joint front corner of Lots Nos. 9 and 10, on the Northern side of the right-of-way of Cleveland Street, the point and place of beginning.

This being the same property conveyed to the mortgagor by deed of L. Hugh Ballard and Ruthe W. Ballard as recorded in the R.M.C. Office for Greenville County in Deed Book 1190, at Page 69 on June 13, 1983.

RECORDED IN THE R.M.C. OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA  
ON SEP 27 1983  
BY \_\_\_\_\_

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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