

State of South Carolina )

Mortgage of Real Estate

County of GREENVILLE )

FILED  
GREENVILLE CO. S. C.  
10 24 AM '83  
R.M.C. OFFICE

THIS MORTGAGE is dated October 31, 19 83

THE "MORTGAGOR" referred to in this Mortgage is Johnny E. Simkins & Sara W. Simkins

THE "MORTGAGEE" is BANKERS TRUST OF SOUTH CAROLINA, whose address is P. O. Box 248, Columbia, South Carolina 29202.

THE "AGREEMENT" is a Credit Reserve Account Agreement dated October 31, 19 83, under which Mortgagee may make certain advances of credit to Johnny E. and Sara W. Simkins. The Agreement and any documents renewing, extending or modifying it and any items or documents evidencing future advances are all referred to as the "Agreement" and are considered to be a part of this Mortgage. The amount of debt secured by this Mortgage, including the outstanding amount advanced and the Agreement and all Future Advances under paragraph 13, below, shall at no time exceed \$ 30,000, 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 Agreement will be deferred, accrued or capitalized, but Mortgagee shall not be required to defer, accrue or capitalize any interest except as may be provided in the Agreement.

THIS MORTGAGE is given to secure to Mortgagee the repayment of the following amounts, with interest: (a) the indebtedness evidenced by the Agreement; (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 Agreement 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 lot or parcel of land situate, lying and being in Paris Mounting Township, Greenville County, South Carolina, described on plat of R.K. Campbell, Surveyor, dated May 25, 1963, recorded in Office of R.M.C. for Greenville County in Plat Book CCC Page 197, by metes and bounds as follows:

BEGINNING at an iron pin on right of way of South Carolina Highway No. 250, on line of property of Furman University near the intersection of Highway No. 250 and Duncan Chapel Road, and running thence along the right of way of Highway No. 250 on the North Eastern side of said Highway S. 35-00 W. 125 ft. to I.P.; thence N. 50-16 W. 380 ft. to I.P.; just across a spring branch; thence up the N.E. side of branch N. 56-27 E. 130.1 ft. to I.P. on the North side of branch; thence recrossing said branch and running S. 50-16 E. 332.1 ft to an I.P. on N.E. side of Highway No. 250, the point of beginning.

This being the same property as that conveyed to the Mortgagors herein by Deed of Virginia Simkins, dated August 5, 1963 and recorded in the R.M.C. Office for Greenville County, South Carolina on November 30, 1970.

RECEIVED  
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R.M.C. OFFICE

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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);