

State of South Carolina )

GREENVILLE, S.C. )

## Mortgage of Real Estate

County of GREENVILLE A 23 PM '84 )

DONNIE S. WILKINSLEY  
R.M.C. July 20

THIS MORTGAGE is dated \_\_\_\_\_, 19 84

THE "MORTGAGOR" referred to in this Mortgage is Kenneth Gardner

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

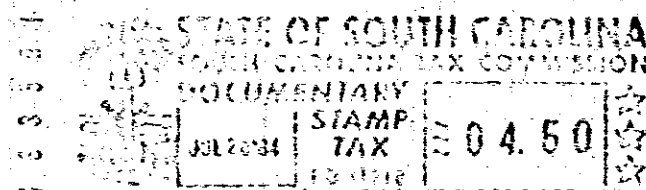
THE "AGREEMENT" is a Credit Reserve Account Agreement dated July 20, 19 84, under which Mortgagee may make certain advances of credit to Kenneth and Joyce Gardner. The Agreement and any documents renewing, extending or modifying it and any items or documents evidencing future advances are all referred 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 \$ 15,000.00, 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 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 piece, parcel or lot of land in the County of Greenville, State of South Carolina, known and designated as Lot No. 16 on Plat of J.A. and Maggie B. Pittman Subdivision recorded in the RMC Office for Greenville County in Plat Book SS at page 33, being more particularly described, according to said plat, as follows:

BEGINNING at an iron pin on the southern side of Pittman Circle, said iron pin being the joint front corner of Lots 16 and 17 and running thence S. 33-50 E. 139.2 feet to a point, being the joint rear corner of Lots 16 and 17; thence S. 56-10 W. 100 feet to a point, being the joint rear corner of Lots 15 and 16; thence N. 33-50 W. 139.2 feet to a point on the southern side of Pittman Circle; thence along the southern side of Pittman Circle N. 56-10 E. 100 feet to the point of beginning.

This being the same piece of property conveyed to Kenneth Gardner by F.D. Rochester and Clara L. Rochester by deed recorded in the RMC Office for Greenville County in Deed Book 925, Page 147, dated September 14, 1971.



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);

COTC - JUL 20 84 951

7.0001