

County of Greenville

THIS MORTGAGE is dated August 23, 19 84

THE "MORTGAGOR" referred to in this Mortgage is Lawrence Nachman and Lynn T. Nachman

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

P.O. Box 608, Greenville, SC 29602

THE "NOTE" is a note from Lawrence Nachman and Lynn T. Nachman to Mortgagee in the amount of \$ 268,000.00, dated August 23, 19 84. 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 May 1, 19 90. 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 \$ 268,000, 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 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:

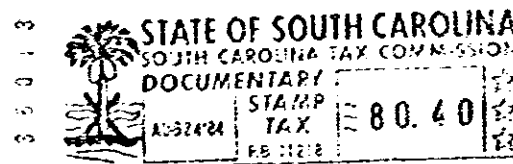
ALL that certain piece, parcel or lot of land situate, lying and being in the City and County of Greenville, State of South Carolina, designated as Lot No. 3 on a plat of Cagle Park prepared by R. E. Dalton, Engr., in August 1924, recorded in the RMC Office for Greenville County, and a portion of Lot 13, Plat Book F at page 251, and having according to a more recent plat for Jackson Hughes and Hamlin Beattie by Webb Surveying & Mapping Co., dated August 1984, the following metes and bounds, to-wit:

BEGINNING at an iron pin approximately 170.36 feet from the intersection of Woodrow Avenue and Crescent Avenue, joint corner of Lots 2 and 3 on Crescent Avenue, and running thence with the joint line of said Lots, S. 10-06 W., 75 feet to a point; thence continuing S. 14-24 W., 66.29 feet to a point; thence turning and running along joint line of Lots 13 and 3: S. 38-49 E., 6.60 feet to a point; S. 42-27 W., 28.57 feet to a point; S. 47-48 E., 47 feet to a point; thence turning and running N. 42-12 E., 45 feet to an iron pin; thence S. 59-02 E., 21.72 feet to an iron pin; thence N. 18-08 E., 150.18 feet to an iron pin on Crescent Avenue; thence with said Avenue, N. 64-26 W., 4.97 feet to an iron pin; thence N. 70-27 W., 86-08 feet to an iron pin the point of beginning.

Together with a 12 foot easement for ingress and egress across Lot 13, which easement has the following metes and bounds, to-wit:

BEGINNING at a point on the southeastern corner of Lot 3, joint rear corner of Lots 13 and 3, and running thence along the eastern boundary of Lot 13, S. 42-12 W., 95.27 feet to an iron pin on the edge of the right of way of Woodrow Avenue; thence with the edge of said right of way of Woodrow Avenue, N. 29-06 W., 12 feet to a point; thence N. 42-12 E., 95.27 feet, more or less to a point on joint boundary of Lots 3 and 13; thence S. 47-48 E., 12 feet to the point of beginning.

This being the identical property conveyed to the Mortgagors herein by deed of Hamlin Beattie and G. Jackson Hughes dated August 23, 1984 and recorded in Deed Book 1220, Page 157.



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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):