

State of South Carolina

Vol 1987 No 787

Mortgage of Real Estate

County of Greenville

THIS MORTGAGE is dated October 11\*\*, 1984

THE "MORTGAGOR" referred to in this Mortgage is Donald R. Axson & Judy H. Axson

THE "MORTGAGEE" is BANKERS TRUST OF SOUTH CAROLINA, whose address is Donaldson Office, P.O. Box 608, Greenville, SC 29602

THE "NOTE" is a note from Donald R. Axson & Judy H. Axson to Mortgagee in the amount of \$ 15,000.00, dated October 11\*\*, 1984. 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 October 16\*, 1992. 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 \$ 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 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:

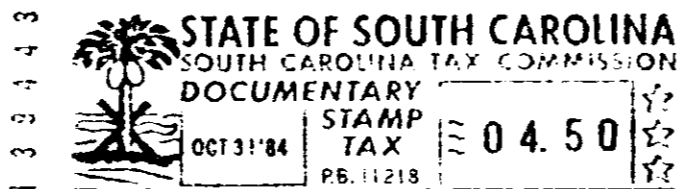
ALL that certain piece, parcel, or tract of land in the County of Greenville, State of South Carolina, being shown and designated as Property of Judy Hicks Axson and Donald Robert Axson, on plat prepared by R. B. Bruce, RLS, on April 10, 1978, said tract containing 25,069 square feet or 0.57 acres, more or less, all as is shown on the plat above mentioned which is recorded in the RMC Office for Greenville County, S.C., in Plat Book "6-0", at Page 84.

The within conveyance is subject to restrictions, utility easements, rights of way, zoning regulations, and other matters as may appear of record, on the recorded plats, or on the premises, and is particularly subject to an Easement Agreement entered into by the grantor and N. O. Moon recorded May 3, 1978, in Deed Book 1078 at Page 555.

This is a portion of the property heretofore conveyed to the Mortgagors by deed of M. B. Hicks, recorded May 3, 1978, in Deed Book 1078 at Page 413, in the RMC Office for Greenville County, S.C.

This Mortgage constitutes a first lien.

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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);

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