State of South Carolina FM.EO) GREENVELLE 00. S. C.

Mortgage of Real Estate

County of GREENVILLED ? 12 19 2 19

DOMME DOWNSLEY

THE "MORTGAGOR" referred to in this Mortgage is NORMAN E. SHERBERT

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 Norman E. Sherbert and Mary Lou M. Sherbert to Mortgagee in the amount of \$1 1.316.78 ___, dated ___October __26 ____, 19_83 __ 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 _____ November 8 _____, 19_88 __. 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 \$11.316.78 ____, 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 State of South Carolina, County of Greenville, being known as Lot No. 40, Rockview Heights Subdivision, shown on plat entitled "Property of W. E. Freeman" recorded in the RMC Office for Greenville County, South Carolina, in Plat Book ZZZ at Page 167, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Phillips Avenue, and running thence along the joint line of Lots Nos. 39 and 49 S. 88-02 E. 186 feet, more or less, to a point in the center of a branch; thence along the branch S. 2-02 E. 100.3 feet to a point; thence along the northern side of Rockview Drive N. 88-02 W. 168 feet, more or less, to an iron pin; thence running along the curve of Rockview Drive and Phillips Avenue N. 43-02 W. 35.4 feet to an iron pin on Phillips Avenue; thence along the eastern side of Phillips Avenue N. 1-58 E. 75 feet to an iron pin, the point of beginning.

This being the same property conveyed to the mortgagor herein by deed of First National Bank of Martinsville and Henry County dated October 15, 1970, and recorded October 27, 1970, in the RMC Office for Greenville County, S.C., in Deed Book 901 at Page 232.

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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);

BT-002 (10/82)