

State of South Carolina

Mortgage of Real Estate

County of GREENVILLE

THIS MORTGAGE is dated January 12, 1984

THE "MORTGAGOR" referred to in this Mortgage is Marvin Larry Waddell and Kay D. Waddell

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 January 12, 1984, under which Mortgagee may make certain advances of credit to Marvin L. Waddell and Kay D. Waddell. 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 piece, parcel or lot of land, situate, lying and being in the STATE OF SOUTH CAROLINA AND THE COUNTY OF GREENVILLE, Chick Springs Township, near the City of Greer, and southeast therefrom at the southeast corner of the intersection of James Road and Wilson Road, being shown on a plat of property prepared for R. B. Taylor, Et al, recorded in Plat Book VVV, page 193, and according to said plat having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of James Road at the joint corner of this lot and property formerly sold to Robinson and running thence with the Robinson line, S. 35-00 W. 124 feet to an iron pin; thence, N. 55-00 W. 166.7 feet to an iron pin on the eastern side of Wilson Road; thence with the eastern side Wilson Road, N. 35-00 E. 132 feet to an iron pin at the intersection of the said Wilson Road and James Road, thence curving with the intersection of said roads the chord of which is approximately 35 feet) to an iron pin; thence with the southern side of James Road, S. 55-45 E. 55 feet to an iron pin; thence continuing with said road S. 46-00 E. 45 feet to an iron pin; thence continuing with said road S. 22-03 E. 32 feet to the beginning corner.

This property is conveyed subject to the restrictions and easements or rights of way, if any of record.

This conveyance is the identical property conveyed to Marvin Larry Waddell and Kay D. Waddell by deed of C. S. Willingham on May 1, 1974 and recorded May 2, 1974 in Deed Book 998 at page 167 in the R.M.C. Office For Greenville County.

STATE OF SOUTH CAROLINA SOUTH CAROLINA TAX COMMISSION DOCUMENTARY STAMP TAX JAN 17 84 12.00

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);