## Mortgage of Real Estate

GENERAL PROPERTY SEC. GREENVILLE County of Jul 20 12 35 uly 201 THIS MORTGAGE is dated James D. Miller THE "MORTGAGOR" referred to in this Mortgage is THE "MORTGAGEE" is BANKERS TRUST OF SOUTH CAROLINA, whose address is ... P. O. Box 608, Greenville, South Carolina 29602 THE "NOTE" is a note from \_\_\_\_\_\_ James D. Miller to Mortgagee in the amount of \$250,000.00 19\_\_84\_\_ The July 20 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 <u>, 19\_94</u>.... The amount of debt secured by final maturity of the Note is \_\_\_\_ <u>December l</u> this Mortgage, including the outstanding amount of the Note and all Future Advances under paragraph 13 below, shall at no time exceed \$ 250,000.00 ..., 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)

ALL that certain piece, parcel or unit, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, being shown and designated as Building "D", containing 1,580 square feet on an "As-Built Survey for James D. Miller", prepared by W. R. Williams, Jr., Engineer/Surveyor, dated July 19, 1983 and revised May 22, 1984, and recorded in the RMC Office for Greenville County in Plat Book 10-K at Page 75, and having by reference to said plat the metes and bounds as shown thereon.

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:

TOGETHER with the an undivided interest in the common elements declared by a Master Deed established by the Mortgagor, James D. Miller, pursuant to the South Carolina Horizontal Property Act and declared by said Master Deed to be an appurtenance to the property being mortgaged hereby. Said Master Deed is recorded in the RMC Office for Greenville County in Deed Book 1213 at Pages 475 through 531 on May 29, 1984.

THIS is a portion of the same property as that conveyed to James D. Miller by deed of T. Ansel Putman, as Executor of Blanche W. Putman, deceased, recorded in the RMC Office for Greenville County in Deed Book 862 at Page 443 on February 21, 1969 and by deed of James Edwin Acker recorded in said RMC Office in Deed Book 929 at Page 405 on November 10, 1971.

THE mailing address of the Mortgagee herein is P. O. Box 608, Greenville, South Carolina 29602.

STATE OF SOUTH CARCLINA COMMISSION DOCUMENTARY STAMP = 75.00 7

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);