

State of South Carolina

BOOK 1444 PAGE 24

FILED GREENVILLE CO. S. C.

SEP 13 10 34 AM '78

Mortgage of Real Estate

County of GREENVILLE

THIS MORTGAGE made this 11th day of September, 1978

by Joe W. Hiller

(hereinafter referred to as "Mortgagor") and given to Bankers Trust of South Carolina

(hereinafter referred to as "Mortgagee"), whose address is P. O. Box 608

Greenville, South Carolina 29602

WITNESSETH:

THAT WHEREAS, Joe W. Hiller is indebted to Mortgagee in the maximum principal sum of Two Thousand Eight Hundred Eighty-four and 62/100 Dollars (\$ 2,884.62 ), which indebtedness is evidenced by the Note of Joe W. Hiller of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is August 15, 1978 after the date hereof, the terms of said Note and any agreement modifying it are incorporated herein by reference.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest and also to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina (1976): (i) all future advances and readvances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note, or by other promissory notes, and all renewals and extensions thereof, and (ii) all other indebtedness of Mortgagor to Mortgagee, now or hereafter existing, whether direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed \$ 2,884.62 plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorneys fees, has granted, bargained, sold, released and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described property:

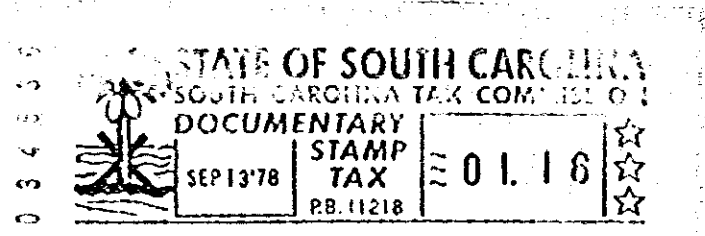
ALL those certain pieces, parcels or lots of land, situate, lying and being in the State of South Carolina, County of Greenville, as is more fully shown on a plat entitled Lot No. 4, Altamont Forest, Section One prepared by Robert R. Spearman, Surveyor, dated January 24, 1978 and recorded in the R.M.C. Office for Greenville County in Plat Book 8-H at Pages 42 and 43.

Being a portion of the property conveyed to the Mortgagor by Southern Bank and Trust Company by deed recorded October 10, 1976 in the R.M.C. Office for Greenville County in Deed Volume 1044, Page 420.

The proceeds of the above loan shall be used for the development costs of the above subdivision known as Altamont Forest; development costs being defined as surveying costs, cutting, grading and paving streets; installation of curbs, gutters and storm drainage facilities; digging wells, tanks and pumps and lines incident to water systems; installing sewer system, gas, electric and telephone utilities.

This mortgage is given to substitute Lot No. 4 in lieu of Lot No. 13 as security for that certain loan of mortgagor from mortgagee as evidenced by Note dated May 17, 1978 which is incorporated herein by reference; said mortgage being given as security therefore, said mortgage being recorded in the R.M.C. Office for Greenville County in Mortgage Book 1432, Page 291, the same being incorporated herein by reference.

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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);

3.50CCT

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