

State of South Carolina FILED GREENVILLE CO. S. C. )

VOL 1400 PAGE 34

Mortgage of Real Estate

County of GREENVILLE MAR 16 4 25 PM '79 )

BONNIE S. TANKERSLEY

THIS MORTGAGE made this 16 day of March, 1979

by SUITT PROPERTIES, INC., a South Carolina corporation,

(hereinafter referred to as "Mortgagor") and given to BANKERS TRUST OF SOUTH CAROLINA, a

South Carolina Banking Association,

(hereinafter referred to as "Mortgagee"), whose address is Post Office Box 608, Greenville,

South Carolina 29602

WITNESSETH:

THAT WHEREAS, SUITT CONSTRUCTION CO., INC.,

is indebted to Mortgagee in the maximum principal sum of Two Hundred Fifty Thousand and no/100-----

Dollars (\$ 250,000.00 ), which indebtedness is

evidenced by the Note of SUITT CONSTRUCTION CO., INC. of even

date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of

which is five (5) years 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 \$ 250,000.00 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 that certain piece, parcel or lot of land containing 1.07 acres, situate, lying and being on the western side of Cleveland Street in the City of Greenville, Greenville County, South Carolina, being shown and designated as Lot 2B on Plat entitled "Property of R.E. Ingold" recorded in Plat Book 4R at page 61, Greenville County R.M.C. Office and having the following metes and bounds, according to a more recent plat entitled "Boundary and Topo for Suitt Construction Co." by Enwright Associates Engineers, dated May 6, 1974:

BEGINNING at an iron pin on the western right-of-way of Cleveland Street at the northeastern corner of property now owned by Suitt and running thence with said street right of way N. 29-36 W. 122.98 feet to an iron pin; thence leaving said street right of way and running S. 63-00 W. 437.2 feet to an iron pin on Reedy River; thence with the river as the line, the traverse lines being as follows: S. 73-36 E. 116.47 feet to an iron pin; thence S. 59-46 E. 51.0 feet to an iron pin in the line of Suitt property; thence leaving said river and running with the line of Suitt property N. 62-59 E. 330.74 feet to an iron pin at the point of beginning, and being the same property conveyed to the Mortgagor herein by Deed of T. H. Suitt dated March 16, 1979 to be recorded.

ALSO:

All that certain piece, parcel or tract of land situate, lying and being on the northeastern side of Mauldin Road in the County of Greenville, State of South Carolina, containing 11.74 acres and having the following metes and bounds according to plat entitled "Property of A. E. Johnston, Jr." by Dutton and Neves Engineers dated December 1973, revised November 1976:

BEGINNING at an iron pin on the northeastern side of Mauldin Road at the joint corner of property of the Mortgagor herein and Greater Greenville Sewer Authority, and running thence with the line of property of Greater Greenville Sewer Authority, N. 88-14 E. 1,040.2 feet to an iron pin at the corner of property owned by the Housing Authority of the City of Greenville, South Carolina; thence with the line of said Housing Authority property, S. 16-57 E. 872.8 feet to an iron pin; thence continuing with the line of said Housing Authority property, S. 14-59 W. 210 feet to an iron pin on Mauldin Road; thence with Mauldin Road as the line, N. 67-32 W. 48.1 feet to a point; thence N. 63-27 W. 98.6 feet to a point; thence N. 58-11 W. 97.9 feet to a point; thence N. 53-28 W. 98 feet to a point; thence N. 49-37 W. 98.6 feet to a point; thence N. 45-03 W. 98.3 feet to a point; thence N. 39-57 W. 97.8 feet to a point; thence N. 35-53 W. 98.5 feet to a point; thence N. 31-21 W. 98.2 feet to a point; thence N. 26-58 W. 98.3 feet to a point; thence N. 24-21 W. 422.5 feet to the point of beginning, and being a portion of the properties conveyed to the Mortgagor herein by Deeds of A. E. Johnston, Jr. recorded December 21, 1973 in Deed Book 991, at pages 199, 200 and 201.

DOCUMENTARY STAMP TAX 100.00

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):

LEATHERWOOD, WALKER, TODD & MANN

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