

State of South Carolina

FILED
O. S. C.

PM '80

1525-005

Mortgage of Real Estate

County of GREENVILLE

SPERSLEY

THIS MORTGAGE made this 26th day of November, 1980

by Frank P. Guarino, Bridgett O. Guarino, Boyce F. Gregory, Jr. and Annette G. Gregory

(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, S.C.

WITNESSETH:

THAT WHEREAS, Frank P. Guarino, Bridgett O. Guarino, Boyce F. Gregory, Jr. and Annette G. Gregory is indebted to Mortgagee in the maximum principal sum of Forty Nine Thousand and No/100 Dollars (\$49,000.00), which indebtedness is evidenced by the Note of Frank P. Guarino, Bridgett O. Guarino, Boyce F. Gregory, Jr. and Annette G. Gregory of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is 180 days from date 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 \$ 49,000.00, 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 piece, parcel or lot of land lying and being situate in the Fairview Community Oconee County, South Carolina, as shown on plat of survey prepared by Harold Hawkins Registered Land Surveyor, dated October 29, 1974, and recorded in Plat Book P-39 at Page 130, Records of Oconee County, South Carolina.

BEGINNING at a point on the southern side of Maughan Trail and travelling S. 87-27 E. 13 feet to a point; thence N. 87-51 E. 80.2 feet to a point; thence N. 23-09 E. 176.1 feet to a point; thence N. 23-04 E. 52.8 feet to a point; thence N. 70-10 W. 247.7 feet to a point; thence S. 12-28 W. 68.7 feet to a point; thence S. 01-08 E. 29.6 feet to a point; thence S. 79-19 W. 17.1 feet to a point; thence S. 21-28 E. 254.5 feet to the point of beginning.

THIS is the indential property conveyed to Frank P. Guarino and Bridgett O. Guarino by deed of Earle W. Mimms & Associates, Inc., dated November 4, 1974, and recorded, November 12, 1974, in Deed Book 12-C at Page 127, Records of Oconee County, South Carolina.

ALSO:

ALL that certain piece, parcel or lot of land lying and being situate in the Fariview Community, Oconee County, South Carolina, and being the eastern lot shown on that certain plat of survey prepared by Harold Hawkins, Registered Land Surveyor, dated October 21, 1974, and recorded in Plat Book P-39 at Page 129, Records of Oconee County, South Carolina.

BEGINNING at a point on Maughan Trail travelling S. 87-27 E. 66.2 feet to a point; thence S 85-00 E. 68 feet to a point; thence S. 19-23 E. 230.4 feet to a point; thence S. 07-38 W. 52.5 feet to a point; thence S. 23-42 W. 43.6 feet to a point; thence S. 43-40 W. 42.8 feet to a point; thence S. 24-07 E. 328.8 feet to point of beginning.

THIS is a portion of the property conveyed to Frank P. Guarino and Bridgett O. Guarino by deed of Earle W. Mimms & Associates, Inc. dated October 21, 1974 and recorded November 12, 1974, in Deed Book 12-C at Page 126, Records of Oconee County, South Carolina.

ALSO:

ALL that lot of land in Greenville County, State of South Carolina, at the southeastern intersection of Holmes Drive and Dellwood Drive in the City of Greenville, being shown as Lot 120 on plat of property of Central Development Corporation recorded in Plat Book Y at Page 149, in the RMC Office for Greenville County. This being the same property conveyed to Boyce F. Gregory, Jr. and Annette G. Gregory as recorded in Deed Book 1010 at Page 385 in the RMC Office for Greenville County, S.C. on November 15, 1974. TOGETHER with all and singular rights, interests, 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).

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