Mortgage of Real Estate

County of Greenville

are incorporated herein by reference

THIS MORTGAGE made this 524th Right of SLEY February	ary 19 <u>81</u>
by Hill's Enterprises, a General Partnership	

Bankers Trust of S. C. (hereinafter referred to as "Mortgagor") and given to ___

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

> Greenville, SC 29602

WITNESSETH:

THAT WHEREAS. Hill's Enterprises, a General Partnership is indebted to Mortgagee in the maximum principal sum of Fourteen thousand and 00/100-----_____Dollars (\$ 14,000,00 ______), which indebtedness is Stephen R. Hill date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is eighty-four months after the date hereof, the terms of said Note and any agreement modifying it

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

s 14,000.00 _, 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, self and release unto the Mortgagee, its successors and assigns, the following described property.

All that piece, parcel or lot of land with buildings and improvements thereon, situate, lying and being near the City of Greenville, in the County of Greenville, State of South Carolina, being more particularly described as Lot No. 59, Section 1, as shown on plat entitled "Subdivision of Houses, F. W. Poe Mfg. Co., Greenville, S. C.", made by Dalton & Neves, Engineers, in July, 1950, and being recorded in the RMC Office for Greenville County in Plat Book Y at pages 26-31, and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description. According to said plat, the within described lot is also known as No. 26, Second Avenue and fronts thereon 84.3 feet.

This is the same property conveyed to the mortgagor by deed of Triad Properties, a Limited Partnership recorded in the RMC Office for Greenville County in Deed Book 1108 at page 361 on August 1, 1979.

This is a second mortgage, junior in lieu to that certain mortgage given by Robert H. Wynne, Jr. to NCNB Mortgage South, Inc. on December 27, 1978 and being recorded in the RMC Office for Greenville County in Mortgage Book 1453 at page 908.

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):

BT-002 (9:77)

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