

AFFIDAVIT FILED *fre*

State of South Carolina
County of Greenville

S. C.

BOOK 1573 PAGE 33

Mortgage of Real Estate

PLAT '82

WISLEY

AFFIDAVIT FILED *6-12-82*

THIS MORTGAGE made this 13th day of May, 1982

by CARABO CAPITAL, A South Carolina General Partnership

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

(hereinafter referred to as "Mortgagee"), whose address is Post Office Box 608, Greenville, South Carolina 29602

WITNESSETH:

THAT WHEREAS, CARABO CAPITAL, A South Carolina General Partnership is indebted to Mortgagee in the maximum principal sum of Two Million Nine Hundred Fifty Thousand and NO/100-----Dollars (\$ 2, 950,000.00), which indebtedness is evidenced by the Note of CARABO CAPITAL, A South Carolina General Partnership of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is _____ 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 \$ 2,950,000.00 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 tract of land near the City of Greer, State of South Carolina, located near the Northwestern corner of the Intersection of U. S. Highway 29 (Wade Hampton Boulevard) and S. C. Highway 101 and 290, as shown on a plat entitled "Survey for Community Bank" by Williams and Plumblee, Inc., dated November 1981, recorded March 9, 1982 in the R.M.C. Office for Greenville County, in Plat Book 8-2 at Page 5, and having, according to said plat, the following courses and distances, to-wit:

BEGINNING at a nail and cap on the northwestern side of U. S. Highway 29 (Wade Hampton Boulevard) at corner of property of Community Bank and running thence with U. S. Highway 29 (Wade Hampton Boulevard) S. 67-07 W. 43.29 feet to an old iron pin; thence S. 23-09 E. 25.1 to an old iron pin; thence S. 67-00 W. 90 feet to an old iron pin; joint corner of property owned by Julian C. and Jounaud J. Bolt; thence with the line of that property N. 28-28 W. 262.1 feet to an old iron pin; thence with the property line of Julian C. and Jounaud J. Bolt N. 60-24 E. 249.6 feet to an iron pin on the right of way of S. C. Highway 101 and 290; thence along the right of way of S. C. Highway 101 and 290, S. 33-59 E. 35.43 feet to an iron pin; thence along property of Community Bank S. 61-32 W. 102.95 feet to an iron pin; thence S. 16-32 W. 21.21 feet to an iron pin; thence along property of Community Bank S. 28-28 E. 204.56 feet, the point and place of beginning.

ALSO, that certain strip of land running along the northwestern side of S. C. Highway 101 and 290 as shown on the aforesaid plat with the following courses and distances, to-wit:

BEGINNING at an iron pin on the right of way of S. C. Highway 101 and 290, thence N. 60-24 E., 4.06 feet to an old iron pin on said right of way; thence S. 33-38-30 E. 35.49 feet to a point; thence S. 61-32 W., 3.85 feet to an iron pin; thence N. 33-59 W. 35.43 feet to the beginning corner. Said strip containing 139.8 square feet.

Continued

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):

400 8 40501801

9033

4328 RV-2