State of South Carolina

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Mortgage of Real Estate

County of Greenville

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THIS MORTGAGE is dated.

November 22_

19_02

THE "MORTGAGOR" referred to in this Mortgage is <u>Arthur M. Brissie & Mrs. A.M. Brissie</u> (Owendolyn M. Brissie)

THE "MORTGAGEE" is BANKERS TRUST OF SOUTH CAROLINA, whose address is Bankers Trust

Plaza, Greenville, South Carolina

THE "NOTE" is a note from <u>Arthur M. Brissie</u>

to Mortgagee in the amount of \$40,000.00 , dated <u>November 22</u> , 1982 The Note and any documents renewing, extending or modifying it and any notes evidencing future advances are all referred to as the "Note" and are considered to be a part of this Mortgage. The

final maturity of the Note is November 22, 1987. The amount of debt secured by this Mortgage, including the outstanding amount of the Note and all Future Advances under

paragraph 13 below, shall at no time exceed \$40,000.00 plus interest, attorneys' fees, and court costs incurred in collection of amounts due hereunder, and Expenditures by Mortgagee under paragraph 5 below. Interest under the Note will be deferred, accrued or capitalized, but Mortgagee shall not be required to defer, accrue or capitalize any interest except as provided in the Note.

THIS MORTGAGE is given to secure to Mortgagee the repayment of the following amounts, with interest: (a) the indebtedness evidenced by the Note; (b) any Future Advances made under paragraph 13 below; (c) Expenditures by Mortgagee under paragraph 5 below; and (d) attorneys' fees, court costs and other amounts which may be due under the Note and this Mortgage. In consideration of the above indebtedness and for other valuable consideration which Mortgagor acknowledges receiving, Mortgagor does hereby mortgage, grant and convey to Mortgagee, its successors and assigns, the following described property:

ALL, that certain piece, parcel or lot of land lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot \$24 in Block B, of the Augusta Court as recorded in Plat Book F, at page 124, in the R.M.C. Office for Greenville County and having the following metes and bounds to-wit:

BEGINNING at a point joint corner of Lots 23 and 24 in the Augusta Court and running thence N. 39-33 W. 175 feet to the rear joint corner of Lots 23 and 24, thence S. 55-30 W. 60 feet to corner of Lots 24 and 25, thence 175 feet S. 39-33 E. to a point in Street of the Augusta Court, joint corner of Lots 24 and 25 and thence N. 55-30 E. 60 feet to the beginning corner.

This is that property conveyed to Aileen B. Brabham by deed recorded March 30, 1940 in the R.M.C. Office for Greenville County, South Carolina in Deed Book 220 at page 122; Aileen B. Brabham conveyed a one-half (%) interest to said property to J.W. Brabham by deed recorded in Deed Book 399 at page 236. J.W. Brabham died testate in 1966 (Apt. 622 file 19 Probate Judge's Office) leaving said one-half (%) interest to Aileen Brissie Brabham. Aileen Brissie Brabham died testate (Apt. 953 file 24 Probate Judge's Office) leaving said property to her brother, Arthur M. Brissie. Arthur M. Brissie died testate in 1974 (Apt. 1357 file 1 Probate Judge's Office) leaving said property to Co-Mortgagor herein, Gwendolyn M. Brissie (Mrs. A.M. Brissie.)

TO COMMENTARY E 18. 90 SY

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):