

State of South Carolina

BOOK 1597 PAGE 679

Mortgage of Real Estate

County of GREENVILLE

THIS MORTGAGE is dated March 11, 1983

THE "MORTGAGOR" referred to in this Mortgage is Howard C. Allen

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

P.O. BOX 608, GREENVILLE, S.C. 29602

THE "NOTE" is a note from WALTER SIMISTER, IV

to Mortgagee in the amount of \$ *30,000.00*, dated March 11, 1983. 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 March 10, 1993. 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 \$ *30,000.00*, 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.

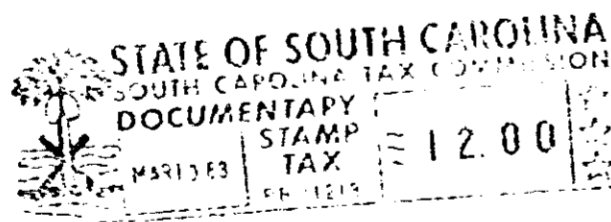
THIS MORTGAGE is given to secure to Mortgagee the repayment of the following amounts, with interest: (a) the indebtedness evidenced by the Note; (b) any Future Advances made under paragraph 13 below; (c) Expenditures by Mortgagee under paragraph 5 below; and (d) attorneys' fees, court costs and other 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 in Greenville County, State of South Carolina, being known and designated as Lot no. 303, on plat of the property of Cherokee Forest, recorded in the RMC Office for Greenville County in Plat Book EE at Pages 78 and 79, and having, according to a more recent survey prepared by J. C. Hill, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northeastern side of Elizabeth Drive, joint front corner of Lots 302 and 303, and running thence with the line of Lot 302, N. 56-30 E. 195 feet to an iron pin; thence S. 33-30 E. 100 feet to an iron pin, joint rear corner of lots 303 and 304; thence with line of lot 304, S. 56-30 W. 195 feet to iron pin, on the Northeast side of Elizabeth Drive; thence with said Drive, N. 33-30 W. 100 feet to the beginning corner.

This being the same property conveyed to the Mortgagor herein by deed of Ansel Johnson recorded on February 4, 1955 in Deed Book 517 at Page 518 in the RMC Office for Greenville County.

This conveyance is subject to all restrictions, setback lines, roadways, zoning ordinances, easements and rights of way appearing on the property and/or of record.



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);

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