3 29 Mortgage of Real Estate GRELIGHTE, S.C. 29602 CONNIE S. 134 - ASLEY

800:1598 #3E116

County of

GREENVILLE

March 16. THIS MORTGAGE is dated THE "MORTGAGOR" referred to in this Mortgage is ______ John _David Batson 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 John David Batson and Dianne J. Batson _, 19<u>83</u>. The to Mortgagee in the amount of \$ 15,000.00 dated ____ March 16 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 19 88 The amount of debt secured by May 15 final maturity of the Note is _ this Mortgage, including the outstanding amount of the Note and all Future Advances under paragraph 13 below, shall at no time exceed \$_15,000.00 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 tract of land containing 2.7 acres, more or less, located on the eastern side of U. S. Hwy. 25, north of Travelers Rest in the County of Greenville, State of South Carolina, and having the following metes and bounds:

BEGINNING at an iron pin located 308.5 feet from the center line of Blue Ridge Drive where it intersects with U. S. Hwy. 25 and running thence S. 76-57 W. 409 feet to an iron pin located in the center of a branch; thence following the center line of the branch a traverse of which is S. 25-20 W. 203.8 feet; thence turning and continuing to follow the meanders of the said branch the traverse of which is S. 56-55 W. 137.9 feet to an iron pin; thence turning and running N. 76-47 W. 356.1 feet to an iron pin located along the right-of-way of U. S. Hwy. 25; thence turning and following the right-of-way of said highway, N. 29-58 E. 170 feet to an iron pin; thence continuing to follow said right-of-way N. 28-46 E. 138.40 to the point of beginning.

THIS conveyance is subject to all restrictions, setback lines, utility easements, zoning ordinances and right-of-ways, if any, appearing on the property and/or of record.

This is the same property conveyed to the mortgagors herein by Deed of T. Walter Brashier dated February 18, 1980, and recorded February 19, 1980, in the RMC office for Greenville County, South Carolina, in Deed Book 1120 at Page 776.

STATE OF SOUTH CAROLINA

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

BT-002 (9/77)