

Mortgage of Real Estate

County of GREENVILLE

GREENVILLE

FILED

THIS MORTGAGE is dated September 12, 1983.THE "MORTGAGOR" referred to in this Mortgage is C & K Enterprises, Inc., and Jim M. Maxwell

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

P. O. Box 8, Simpsonville, SC 29681

THE "NOTE" is a note from C & K Enterprises, Inc. to Mortgagee in the amount of \$ 25,000.00, dated September 12, 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 12, 1984. 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 \$ 200,000.00, 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 piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, at the intersection of Woodruff Road (S. C. Highway 146) and S. C. Highway 14, containing 26.584 acres as shown on plat entitled "Walker Estates" prepared by Dalton & Neves Co., Engineers, dated August, 1983, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Western side of S. C. Highway 14 at the intersection of S. C. Highway 14 and Woodruff Road (S. C. Highway 146), and running with the Western side of S. C. Highway 14, S. 2-06 E. 1323.51 feet to an iron pin at the joint corner of subject property and property now or formerly of N. F. Gordon and M. Thurston, Jr.; thence with the joint line of said properties, N. 60-18 W. 137.21 feet to an iron pin in the line of property now or formerly of Garrett & Lane; thence with the line of property now or formerly of Garrett & Lane the following courses and distances: N. 59-58 W. 1177.34 feet to an iron pin, N. 8-33 E. 381.23 feet to an iron pin, and N. 8-51 E. 423.25 feet to an iron pin on the Southern side of Woodruff Road (S. C. Highway 146); thence along the Southern side of Woodruff Road (S. C. Highway 146), the following courses and distances: S. 86-05 E. 270.27 feet to an iron pin, S. 86-06 E. 266.05 feet to an iron pin, S. 85-16 E. 200.80 feet to an iron pin, S. 83-26 E. 182.9 feet to an iron pin, and S. 42-46 E. 75.85 feet to the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Joseph B. Maxwell, et al, dated December 29, 1982, and recorded in the Office of the RMC for Greenville County in Deed Book 1192 at Page 780 on July 21, 1983.

The mortgagor reserves the right to have released, upon request, all or any number of lots, at the rate of \$5,000 per lot, which release payments shall be applied toward the principal balance due on the note which this mortgage secures.

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);