

State of South Carolina)

Mortgage of Real Estate **Vol 1848 Page 972**

County of Greenville)

THIS MORTGAGE is dated February 22, 19 84

THE "MORTGAGOR" referred to in this Mortgage is WILLIAMS STREET DEVELOPMENT CORP.

THE "MORTGAGEE" is BANKERS TRUST OF SOUTH CAROLINA, whose address is Post Office Box 608, Greenville, South Carolina 29602

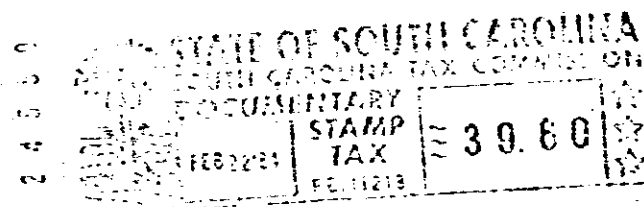
THE "NOTE" is a note from Williams Street Development Corp. *JRP* to Mortgagee in the amount of \$ 99,000.00, dated February 22, 19 84. The Note and any documents renewing, extending or modifying it and any notes evidencing future advances are all referred to as the "Note" and are considered to be a part of this Mortgage. The final maturity of the Note is February 22, 19 85. 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 \$ 99,000.00, 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, situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 46 as shown on plat entitled Dove Tree, prepared by Piedmont Engineers & Architects, dated September 18, 1972, revised March 29, 1973, and recorded in the RMC Office for Greenville County, S. C. in Plat Book 4X, at Page 21, and having, according to said plat, the following metes and bounds:

BEGINNING at a point on the westerly edge of Rosebay Drive, at the joint front corner of Lots Nos. 46 and 47, and running thence, S. 60-55 W. 160.5 feet to a point at the joint rear corner of Lots Nos. 46 and 47, and running thence, N. 35-10 W. 125.2 feet to a point; thence N. 37-12 E. 85.3 feet to a point at the joint rear corner of Lots Nos. 45 and 46; thence S. 79-12 E. 177.3 feet to a point at the joint front corner of Lots Nos. 45 and 46 on the westerly edge of Rosebay Drive; thence with the westerly edge of Rosebay Drive, the chord of which is S. 12-27 W. 60 feet to the point of beginning.

This is a portion of the property conveyed to the Mortgagor herein by deed of Helen J. Croxton, Individually, and Helen J. Croxton and Hugh B. Croxton, Jr., as Trustees under the Will of Hugh B. Croxton, dated August 8, 1980, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1130, at Page 714, on August 8, 1980, and by corrective deed recorded in the RMC Office for Greenville County, S. C. in Deed Book 1182, at Page 360, on February 10, 1983.



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);