

State of South Carolina

Mortgage of Real Estate

County of Greenville

VOL 1008 PAGE 864

THIS MORTGAGE is dated May 24 19 84

THE "MORTGAGOR" referred to in this Mortgage is David R. Rhodes

THE "MORTGAGEE" is BANKERS TRUST OF SOUTH CAROLINA, whose address is Greenville, S.C.

THE "NOTE" is a note from David R. Rhodes to Mortgagee in the amount of \$ 22,000.00 dated May 24 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 June 5 19 91. 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 \$ 22,000.00, 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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the northwestern side of Kenilworth Drive, being known and designated as Lot 8 on a plat entitled Section Four, Wellington Green, made by Piedmont Engineers & Architects, recorded in the RMC Office for Greenville County, S. C., in Plat Book WWW at Page 36, and having according to said plat the following metes and bounds, to-wit:

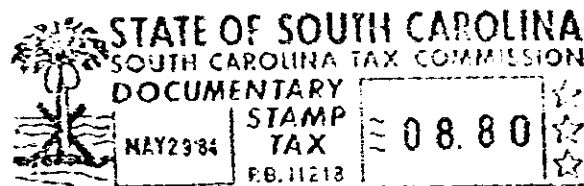
BEGINNING at a point on the northwestern side of Kenilworth Drive, joint front corner of Lots 7 and 8 and running thence along the northwestern side of Kenilworth Drive S. 38-09 W. 93.3 feet to a point; thence following the curve on the intersection of Kenilworth Drive and Bridgeport Drive, the chord of which is S. 82-02 W. 36.05 feet, to a point on the northeastern side of Bridgeport Drive; thence along Bridgeport Drive N. 54-08 W. 106.65 feet to a point; thence still with Bridgeport Drive, N. 40-49 W. 97.7 feet to a point in Brushy Creek; thence following Brushy Creek as the line, N. 21-20 E. 115.35 feet to a point, joint rear corner of Lots 7 and 8; thence following the common line of said lots, S. 50-35 E. 260.85 feet to the point of beginning.

This is that property conveyed to Mortgagor by deed of Audrey H. Cheek recorded July 16, 1976 in the RMC Office for Greenville County, South Carolina, in Deed Book 1039 at Page 710 and by deed of Billie B. Rhodes recorded April 6, 1984 in Deed Book 1185 at Page 832.

This is a second mortgage junior to that of Fidelity Federal Savings and Loan Association as recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1372 at Page 887 in the original amount of \$37,000.00.

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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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