Mortgage of Real Estate

County of GREENVILLE

GREENVILLE CO., S.C.

DEC 20 2 55 PH '84

THIS MORTGAGE is dated DONNIE S. 14 1 Progration 20, 19 84

THE "MORTGAGOR" referred to in this Mortgage is ______ Julius Garry Green

THE "MORTGAGEE" is BANKERS TRUST OF SOUTH CAROLINA, whose address is P. O. Box 608

Greenville, South Carolina 29602

to Mortgagee in the amount of \$240,000.00 dated <u>December 20</u>, 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 <u>January 15</u>, 19 93 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 \$ 240,000.00 , 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, located in the County of Greenville, State of South Carolina and lying between Laurens Road, (U.S. 276) and Old Woodruff Road and having, according to a survey by Webb Surveying and Mapping Co., dated September 1979, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western edge of Old Woodruff Road at the joint corner of property herein described and property now or formerly of Michigan Agri-Chemical, Inc., and running thence S. 80-37 W. 411.7 feet to an old iron pin on the eastern edge of Laurens Road (U.S. 276); thence with Laurens Road N. 23-57 W. 330.8 feet to an iron pin; thence N. 52-13 E, 229.9 feet to an iron pin on the western edge of Old Woodruff Road; thence with the western edge of Old Woodruff Road the following courses and distances: S. 52-07 E. 194.13 feet; S. 48-45 E. 102.51 feet; S. 38-01 E. 137.11 feet; S. 28-30 E. 91.96 feet to an iron pin, the point of REGINNING.

The above described property is a portion of the property conveyed to J. T. Jones by deed of J. F. White as Trustee recorded November 19, 1930 in Deed book 158 at page 336.

The above described property is subject to Lease by and between Parie Jones Green and Hughes Real Estate dated October 12, 1979, a Memorandum of which is recorded in Deed book 1149 at page 184. Reference is also made to the records on file in the office of the Clerk of Court for Greenville County in Judgment Roll No. 80-3920.

ALSO, ALL that piece, parcel or lot of land in Greenville County, South Carolina, at the intersection of Laurens Road and Woodruff Road, containing 1.19 acres according to a survey and plat prepared by Campbell & Clarkson Surveyors, Inc., on March 3, 1969, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the edge of the right-of-way of Laurens Road and running thence N. 51-49 E. 233.8 feet to an iron pin at the edge of the right-of-way of Woodruff Road; thence turning and running along the edge of the right-of-way of Woodruff Road, N. 52-36 W. 391.5 feet to an iron pin at the intersection of Woodruff Road and Laurens Road; thence

STATE OF SOUTH CAROLINA TAX COMMISSION BOCUMENTARY TAX STAMP = 7 2. 0 0 12

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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 of hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto);

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