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Mortgage of Real Estate

County of GREENVILLE JONNIE S. TANKERSLEY
R.M.C.

THIS MORTGAGE made this 30th day of March, 1978.

by Lawrence E. McNair and Properties Unlimited, Inc.

(hereinafter referred to as "Mortgagor") and given to Bankers Trust of South Carolina

(hereinafter referred to as "Mortgagee"), whose address is P. O. Box 608, Greenville, S. C. 29602

WITNESSETH:

THAT WHEREAS, Lawrence E. McNair and Properties Unlimited, Inc. is indebted to Mortgagee in the maximum principal sum of One Hundred Twenty Five Thousand and No/100 Dollars (\$ 125,000.00), which indebtedness is evidenced by the Note of mortgagor of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is 295 days after the date hereof, the terms of said Note and any agreement modifying it are incorporated herein by reference.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest and also to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina (1976): (i) all future advances and readvances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note, or by other promissory notes, and all renewals and extensions thereof; and (ii) all other indebtedness of Mortgagor to Mortgagee, now or hereafter existing, whether direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed \$ 125,000.00 plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorneys fees, has granted, bargained, sold, released and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described property:

ALL that certain piece, parcel or tract of land lying and being on the northwesterly side of Rutherford Road in the City of Greenville, S. C., and being shown as a 1.49 acre tract according to a survey made by Campbell & Clarkson entitled "Property of Elizabeth H. Tinsley", and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly side of Rutherford Road, which pin is located 215 feet in a northeasterly direction from the corner of the intersection of Green Meadow Lane and Rutherford Road, and also being the northeasterly corner of Lot 1 of the subdivision known as North Meadow Heights, and running thence along the North Meadow Heights line N. 51-43 W. 252.5 feet to an iron pin at the easterly corner of Wedgewood Lane; thence along said Lane N. 51-24 W. 54.85 feet to an iron pin; thence N. 36-29 W. 119.5 feet to an iron pin; thence N. 63-29 E. 87.5 feet to an iron pin; thence S. 71-17 E. 127.8 feet to an iron pin; thence S. 63-35 E. 272.8 feet to an iron pin on the northwesterly side of Rutherford Road; thence along said Road S. 38-49 W. 210 feet to an iron pin, the point of BEGINNING. This being the same property conveyed to the mortgagor by deed of Donald D. Greer recorded May 20, 1974 in the RMC Office for Greenville County in Deed Vol. 999 at Page 300.

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ALSO:

ALL that certain piece, parcel or tract of land lying and being in the County of Greenville, State of South Carolina, being known and designated as a part of Lot No. 15 and all of Lot No. 16 as shown on plat of Paramount Park near Greenville, according to a plat made by R. K. Campbell, Engineer, November 22, 1960, and having, according to said plat, the following courses and distances, to-wit:

BEGINNING at an iron pin on S. C. Highway 291 at the joint front corner of Tracts Nos. 10 and 16 and running thence along Highway 291, N. 35-22 E. 80.3 feet to a point; thence continuing with said Highway, N. 37-03 E. 16.7 feet to a point; thence a new line through Lot No. 15, S. 50-35 E. 119.5 feet to a point; running thence S. 39-20 W. 100 feet to a point; running thence N. 50-30 W. 114.3 feet to the beginning corner.

This being the same property conveyed to Lawrence E. McNair by deed of Donald D. Greer dated May 20, 1974 and recorded May 20, 1974 in the RMC Office for Greenville County in Deed Vol. 999 at Page 307.

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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