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Mortgage of Real Estate

GREENVILLE

State of South Carolina

DONNIE S. TANKERSLEY
R.M.C.

THIS MORTGAGE made this 13th day of FEbruary 1979,
by Olin S. Elliott, Jr., Jane E. Walker and Marianna E. Oppenheimer
(hereinafter referred to as "Mortgagor") and given to <u>Bankers Trust of South Carolina</u>
(hereinafter referred to as "Mortgagee"), whose address is Post Office Box 608, Greenville, S. C.
THAT WHEREAS, Olin S. Elliott, Jr. has executed and delivered unto Bankers
Trust of South Carolina his individual guaranty of payment on note of Elliott
Metal Works, Inc. and Jane E. Walker and Marianna E. Oppenheimer in order to
WITNESSETH: induce Bankers Trust of S.C. to extend credit to Elliott Metal Works, Inc. and
in further consideration of \$10.00, have agreed to subject their interest in the XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
in the amount of

\$66,000.00 dated January 16, 1979; which is five (5) years _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

, plus interest thereon, all charges and expenses of collection incurred by Mortgagee 66,000.00 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 those certain parcels or tracts of land with improvements thereon, situate, lying and being on the western side of Greenville Piedmont Highway (also known as U.S. Highway 29) in the County of Greenville, State of South Carolina, being shown and designated as a portion of Lot 26 and all of Lots 27 and 28, on a plat of the property of E. A. Smythe and others. recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book D at Page 171, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of the Greenville Piedmont Highway at the joint front corner of Lots 28 and 29 and running thence along the line of Lot 29 N. 66-31 W. 381.8 feet to an iron pin on the eastern edge of the right of way of the C & G Railroad at the joint rear corner of Lots 28 and 29; thence along the east edge of said right of way S. 34-00 W. 245 feet to a point on the east edge of said right of way at the joint rear corner of Lots 27 and 28; thence along said right of way S. 30-23 W. 240 feet to an iron pin on the edge of said right of way at the joint rear corner of Lots 26 and 27; thence along said right of way S. 23-14 W. 218 feet to an iron pin at the joint rear corner of Lots 25 and 26 on the eastern edge of said right of way; thence along the joint line of said Lots 25 and 26 S. 80-17 E. 333 feet to an iron pin in the joint line of said lots; thence N. 13-27 W. 96.5 feet to an iron pin; thence S. 78-13 E. 200 feet to an iron pin on the western side of the Greenville Piedmont Highway, in the front line of Lot 26; thence along said Highway N. 13-27 E. 87.5 feet to an iron pin; thence along said Highway N. 18-34 E. 200 feet to an iron pin; thence still along said Highway N. 18-56 E. 200 feet to the beginning corner.

This is the identical property conveyed to the mortgagors herein by deed of Doris H. Elliott dated July 27, 1973 and recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 981 at Page 25.

(Continued on Rider attached hereto and made a part hereof)

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).

Bia 33:0-77