Mortgage of Real Estate

29602

County of Greenville

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| THIS MORTGAGE made this 31st day of January 19 80                            |  |
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| by Micco Corporation and Billie M. Foster                                    |  |
| (hereinafter referred to as "Mortgagor") and given to Bankers Trust of S. c. |  |
| (hereinafter referred to as "Mortgagee"), whose address is P. O. Box 608     |  |

## WITNESSETH:

Greenville, SC

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 by Mortgagee

\$ 40,000.00 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 piece, parcel or lot of land on the West side of Cleveland Street, in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot Number 1 on a plat of Property of Marsmen, Inc., recorded in the R.M.C. Office for Greenville County in Plat Book JJ, at page 19, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the West side of Cleveland Street, corner of property of Camperdown Mills and running thence N. 78-45 W. 250 feet to an iron pipe on East bank of Reedy River; thence N. 78-45 W. approximately 15 feet to center of Reedy River; thence with center of Reedy River as the line, S. 15-38 E. 110.6 feet; thence S. 78-45 E. approximately 21.9 feet to an iron pipe on East bank of Reedy River; thence S. 78-45 E. 231.6 feet to an iron pin on the West side of Cleveland Street; thence with Cleveland Street N. 2-42 E. 100 feet to an iron pin, the beginning corner, reference being craved to said plat for a more complete description.

The foregoing conveyance is junior to mortgage given by Foster and Davis, a Partnership, on June 23, 1972, in the original principal amount of \$98,000, which mortgage is recorded in the Office of the R.M.C. for Greenville County in Real Estate Mortgage Book 1238, at page 351.

Address of Micco Corporation:

P. O. Box 795 Greenville, S. C. 29602

Address of Billie M. Foster: P. O. Box 292 Greenville, S. C. 29602 COCUMENTAL PLANTS OF THE PROPERTY OF THE PROPE

This is the same property conveyed by deed of Foster & Davis, a General Partnership, recorded February 13, 1980 in Deed Book 1120 Page 498.

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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