CO. S. C.

000:1592 ex:538

GADDY & DAVENPORT PA., ATTORNEYS AT LAW

JAN 24 11 43 AH '83

Mortgage of Real Estate

State of South Carolina

THIS MORTGAGE is dated Januar BANKY ZIANKERSLEY

1983

THE "MORTGAGOR" referred to in this Mortgage is Larry F. Ertzberger and Patti J. Ertzberger,

whose address is 16 Fourth Avenue, Judson Mills, Greenville, S.C. 29601

Opportunity Investment Corporation. THE "MORTGAGEE" is ____

whose address is 309 East Stone Avenue, Greenville, S.C. 29609

THE "NOTE" is a note from Larry F. Ertzberger and Patti J. Ertzberger, to Mortgagee in the amount of \$ 20,000.00 dated January 17, ₁₉83 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 1</u>, 1993 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 \$ 20,000.00 ___, plus interest, attorneys' fees not to exceed fifteen (15%) per cent of the unpaid debt, 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

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, and the Mortgagee's heirs, successors and assigns, the following described property:

ALL that certain piece, parcel or lot of land on the West side of Fourth Avenue, in Section No. 2 of Judson Mills Village in the County of Greenville, State of South Carolina, being known and designated as Lot No. 38, as shown on a plat of Section No. 2 of Judson Mills Village, made by Dalton & Neeves, Engineers, in November, 1939, which plat is recorded in the R.M.C. Office for Greenville County in Plat Book K, at Page 25, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the West side of Fourth Avenue, joint corner of Lots 38 and 39, and running thence with the line of Lot 39 N 83-53 W 124 feet to an iron pin; thence with the real line of Lot 47 N 6-07 E 80 feet to an iron pin; thence with the line of Lot 37 S 83-53 E 124 feet to an iron pin on the West side of Fourth Avenue; thence with the West side of Fourth Avenue S 6-07 W 80 feet to the beginning corner.

Being the same property conveyed to Larry F. Ertzberger and Patti J. Ertzberger by deed of Frances R. Stotsky, dated April 28, 1982, recorded October 12, 1982, in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1175, at Page 579.

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);