

State of South Carolina

## Mortgage of Real Estate

County of Greenville

THIS MORTGAGE is dated November 14, 19 84THE "MORTGAGOR" referred to in this Mortgage is John David Batson

THE "MORTGAGEE" is BANKERS TRUST OF SOUTH CAROLINA, whose address is \_\_\_\_\_

P.O. Box 608, Greenville, S.C. 29602

THE "NOTE" is a note from John David Batson to Mortgagee in the amount of \$90,000.00, dated November 14, 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 November 13, 19 89. 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 \$90,000.00, 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.

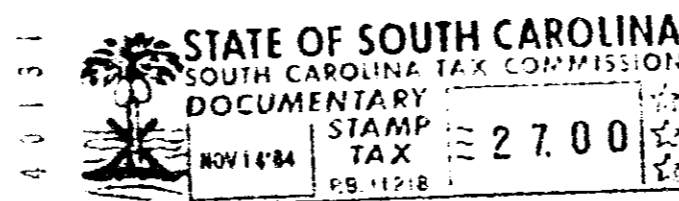
THIS MORTGAGE is given to secure to Mortgagee the repayment of the following amounts, with interest: (a) the indebtedness evidenced by the Note; (b) any Future Advances made under paragraph 13 below; (c) Expenditures by Mortgagee under paragraph 5 below; and (d) attorneys' fees, court costs and other 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 tract of land containing 2.9 acres, more or less, located on the eastern side of U. S. Hwy. 25, north of Travelers Rest in the County of Greenville, State of South Carolina and having, according to a plat entitled "Property of T. Walter Brashier" dated September 5, 1978, revised September 25, 1979, prepared by Clifford C. Jones, the following metes and bounds:

BEGINNING at a nail and cap located along the eastern side of the right-of-way of U. S. Hwy. 25 and located in the center of Blue Ridge Drive and running thence with the center of Blue Ridge Drive, S. 82-15 E. 400 feet to a nail and cap; thence turning and following the center of a branch which is the property line, traverse of said branch is S. 25-20 W. 341.7 feet to an iron pin; thence turning and running N. 76-57 W. 409 feet more or less to an iron pin located along the eastern side of U. S. Hwy. 25; thence turning and following the right-of-way of U. S. Hwy. 25 N. 28-46 E. 308.5 feet to the point of the beginning.

THIS conveyance is subject to all restrictions, setback lines, utility easements, zoning ordinances, and rights-of-way, if any, appearing on the property and/or of record and particularly a 25' utility easement located on the back of the property.

This being the same property conveyed to the mortgager herein by deed of T. Walter Brashier, dated September, 1979 and recorded the same date in the RMC Office for Greenville County in Deed Book 1112 at Page 459.



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