APPLICATION OF THE PARTY

## Mortgage of Real Estate

County of GREENVILLE

GREENVILLE CO. S.C.

THE "MORTGAGOR" referred to in this Mortgage is ERSAFMY IRVING HAMBRIGHT

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

Post Office Box 608, Greenville, South Carolina 29602

THE "NOTE" is a note from SAMMY IRVING HAMBRIGHT

to Mortgagee in the amount of \$\frac{10,000.00}{0.00}, dated \frac{December 13}{0.000.00}, \frac{19.84}{0.000.00} 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 <u>December 27</u>, 19 3 2 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 \$10,000.00, 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 piece, parcel or lot of land in Greenville County, State of South Carolina, on the northeastern side of Spruce Street in the City of Greenville, and being the southwestern portion of Lot No. 37 as shown on a plat of the property of Holbrook Land Company recorded in Plat Book E at page 251, and described as follows:

BEGINNING at an iron pin on the northeastern side of Spruce Street 220 feet southeast from East North Street at the corner of Lot 32, and running thence with the lines of Lots Nos. 32 and 33 and continuing with the southeastern side of a 10-foot alley, N. 64-59 E. 152.5 feet to an iron pin; thence S. 32-55 E. 67.6 feet to an iron pin at the line of Lot No. 38; thence with the line of said lot, S. 56-23 W. 126.3 feet to an iron pin on Spruce Street; thence with the northeastern side of said street, N. 47-56 W. 96 feet to the beginning corner.

This is the same property conveyed to the mortgagor herein by deed of R. H. Hambright recorded December 16, 1968, in Deed Book 858 at page 106 in the R.M.C. Office for Greenville County.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX
EBUILLE 0 3.00

1713 Den gel-Sammer Loing Hambrieft

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);

BT-002 (10/82)

-2 DE15