

State of South Carolina

GREENVILLE CO., S.C.

BOOK 1444 PAGE 479

County of GREENVILLE

Mortgage of Real Estate

THIS MORTGAGE made this 12 day of September, 1978.

by James C. Montgomery, Jr. and Susan W. Montgomery

(hereinafter referred to as "Mortgagor") and given to Bankers Trust of South Carolina

(hereinafter referred to as "Mortgagee"), whose address is P.O. Box 608, Greenville, S.C.

WITNESSETH:

THAT WHEREAS, James C. Montgomery, Jr. and Susan W. Montgomery is indebted to Mortgagee in the maximum principal sum of Eleven Thousand Five Hundred and no/100 Dollars (\$ 11,500.00 ), which indebtedness is evidenced by the Note of James C. Montgomery, Jr. and Susan W. Montgomery of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is On Demand after the date hereof, the terms of said Note and any agreement modifying it are incorporated herein by reference.

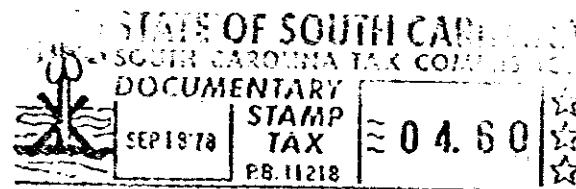
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate 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 \$ 11,500.00 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 certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the northwest side of West Tallulah Drive, being shown and designated as Lot No. 16, on a Plat of the Property of D.W. and Minnie T. Cochran made by Dalton and Neves, Engineers, dated July, 1937, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book I at pages 92 and 93, and being more particularly described with reference to said plat as follows:

BEGINNING at an iron pin on the northwest side of West Tallulah Drive, at the joint front corner of Lots 15 and 16, said pin being located 750', more or less, southwest of the northwest corner of the intersection of Tallulah Drive and Augusta Road, running thence from said pin along and with the joint property line of Lots 15 and 16, N 34-10 W 161.5 feet to an iron pin; thence S 46-27 W. 70.94 feet to an iron pin, joint rear corner of lots 16 and 17; thence with the joint property line of Lots 16 and 17, S 34-10 E. 150 feet to an iron pin on the northwest side of West Tallulah Drive; thence along and with the northwest edge of West Tallulah Drive N 55-50 E 70 feet to the beginning corner.

This is the same property conveyed to the mortgagors by deed of Irene M. Batson dated November 21, 1975, which deed was recorded on that same date in Deed Book 1027, page 568, RMC Office for Greenville County, S.C.

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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).

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