

State of South Carolina

GREENVILLE CO. S. C.

MAR 9 4 22 PM '79

Mortgage of Real Estate

County of GREENVILLE

DONNIE S. TANKERSLEY
R.M.C.

THIS MORTGAGE made this 13th day of February, 1979

by Olin S. Elliott, Jr.

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

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

THAT WHEREAS, Olin S. Elliott, Jr. has executed and delivered unto Bankers Trust of South Carolina his individual guaranty of payment on note of Elliott Metal Works, Inc. in the amount of \$66,000.00 dated January 16, 1979,

~~WHEREAS~~
~~XX~~
~~XX~~
~~XX~~
~~XX~~
said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is five (5) years 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 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 \$ 66,000.00, 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 lot of land, situate on the East side of Cleveland Street Ext., in the City of Greenville, in Greenville County, South Carolina, shown as Lot No. 7 on plat of Section E of Gower Estates, made by R. K. Campbell and Webb Surveying & Mapping Co., October, 1964, recorded in the R.M.C. Office for Greenville County, S.C., in Plat Book BBB, Page 71, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin the East side of Cleveland Street Ext. at the joint front corner of Lots 6 and 7 and runs thence along the line of Lot 6, N. 74-26 E. 447.3 feet to an iron pin; thence N. 15-34 W. 200 feet to an iron pin; thence with the line of Lot 8, S. 74-23 W. 406.5 feet to an iron pin on the East side of Cleveland Street Ext.; thence along Cleveland Street Ext. S. 4-0 W. 203.6 feet to the beginning corner.

This is the identical property conveyed to the mortgagor herein by deed of Conyers & Gower, Inc. dated June 9, 1965 and recorded in the R.M.C. Office for Greenville County in Deed Book 775 at Page 331.

The property described in the within mortgage and other properties included in mortgages of same date are to secure the lien described hereinabove.

The lien of the within mortgage is second and subsequent to the lien of that mortgage given by Olin S. Elliott, Jr. to D. Earl Pettey and Elinor L. Pettey covering Lot No. 7, Section E of Gower Estates, dated September 12, 1966 in the original principal amount of \$36,000.00, recorded in the R.M.C. Office for Greenville County in Mortgage Book 1043 at Page 53.

This mortgage is to correct a mortgage granted by the mortgagor to the mortgagee dated January 15, 1979 and recorded in the R.M.C. Office for Greenville County, South Carolina in Mortgage Book 1455 at Page 405.

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).

