

AFFIDAVIT
FILED

State of South Carolina

LEATHERWOOD, WALKER, TODD & MANN

BOOK 1503 PAGE 581

Mortgage of Real Estate

FILED)
GREENVILLE CO. S. C.

County of GREENVILLE

MAY 16 12 PM '80

THIS MORTGAGE made this 16th day of May 19 80

DEAN W. BARRERSLEY

by William B. Drury and Karen L. Drury

(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, South Carolina 29602

WITNESSETH:

THAT WHEREAS, William B. Drury is indebted to Mortgagee in the maximum principal sum of One Hundred Thirty Thousand and No/100ths----- Dollars (\$ 130,000.00), which indebtedness is evidenced by the Note of Eastside Clinic Partnership of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is June 15, 1985 ~~XXXXXX~~, 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 \$ 130,000.00, 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 piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot 79 according to a plat of Sugar Creek, prepared by C. O. Riddle, dated June 8, 1977, and recorded in the RMC Office for Greenville County in Plat Book 6-H, Page 2 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Briar Creek Road at the joint front corner of Lots 79 and 80 and running along the common line of said lots, N. 57-26 W. 140 feet to an iron pin at the joint rear corner of Lots 79 and 80; thence along the rear of Lot 79, N. 32-34 E. 125 feet to an iron pin at the joint rear corner of Lots 78 and 79; thence along the common line of said lots, S. 57-26 E. 140 feet to an iron pin on the northwestern side of Briar Creek Road; thence along Briar Creek Road, N. 32-34 E. 125 feet to an iron pin, the point of beginning. This mortgage conveyance is subject to all restrictions, easements and rights of way of record.

This is the same property conveyed to the mortgagors herein by deed of M. G. Proffitt, Inc., dated June 14, 1978 and recorded June 14, 1978 in the RMC Office for Greenville County in Deed Book 1081, Page 189.

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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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