

Mortgage of Real Estate

County of GREENVILLE

RECORDED
JUL 15 1981
S. C.

THIS MORTGAGE made this 8th day of July, 1981

by Asa Duncan Shirley, III

(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, Asa Duncan Shirley, III is indebted to Mortgagee in the maximum principal sum of Sixty-Six Thousand and No/100 Dollars (\$ 66,000.00), which indebtedness is evidenced by the Note of Asa Duncan Shirley, III, of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is sixty-one (61) months 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 \$ 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 certain piece, parcel or lot of land situate, lying and being on the Northern side of U. S. Highway No. 276, Geer Highway, near Travelers Rest, South Carolina, and having, according to plat of the lot of C. B. Goodlett, prepared by Terry T. Dill dated May 30, 1963, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northern side of U. S. Highway No. 276, Geer Highway, at the joint front corner of a lot now or formerly occupied by the Post Office, and running N. 42-59 E. 193.54 feet to an iron pin; thence N. 46-58 W. 79.84 ft. to an iron pin on the line of property now or formerly owned by Helen F. Griffin; thence N. 42-56 E. 68.14 feet to an iron pin; thence S 49-14 E. 119.52 feet to the corner of lot now or formerly owned by W. H. Martin; thence along said lot, S. 42-53 W. 266.24 feet to a point on the Northern side of Geer Highway; thence along said highway, N. 47-12 W. 40 feet to the point of beginning.

This is the same property conveyed to Charles F. Kelley and Asa Duncan Shirley, III, by deed of Joseph Earle Boyter, dated April 2, 1975, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1016, at Page 500; subsequently, the said Charles F. Kelley conveyed his one-half undivided interest in the subject property to Asa Duncan Shirley, III, by deed dated July 1, 1981, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1151, at Page 558.

SC70 111381 689

STATE OF SOUTH CAROLINA
DOCUMENTARY STAMP
JUL 15 1981
\$ 26.40

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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