

State of South Carolina

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Mortgage of Real Estate

County of GREENVILLE

THIS MORTGAGE made this 21st day of June, 19 82.

by FIRST CAROLINA DEVELOPMENT CORPORATION

(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, South Carolina 29602

WITNESSETH:

THAT WHEREAS, FIRST CAROLINA DEVELOPMENT CORPORATION

is indebted to Mortgagee in the maximum principal sum of Seventy-five thousand and no/100 Dollars (\$ 75,000.00), which indebtedness is evidenced by the Note of FIRST CAROLINA DEVELOPMENT CORPORATION of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is 365 days 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 \$ 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 in the City of Greenville, County of Greenville, State of South Carolina, being located near the intersection of Crescent Avenue and Jones Avenue, being shown on a plat entitled Crescent Place prepared by Arbor Engineering, Inc. dated April 5, 1982, said plat being recorded in the R.M.C. Office of Greenville County, South Carolina on May 6, 1982 in Plat Book 8-P at Page 78, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the eastern side of Jones Avenue, 142 feet, more or less, south of the intersection of Jones Avenue and Crescent Avenue and running thence S. 89-38 E. 25.0 feet to a point; thence S. 76-44 E. 57.16 feet to a point; thence N. 88-15 E. 31.0 feet to a point; thence N. 1-45 W. 5.0 feet to a point; thence N. 88-15 E. 99.0 feet to a point; thence S. 1-45 E. 225.0 feet to a point at a pock mark in concrete footing of fence post and running thence S. 86-02 W. 40.01 feet to a point at a pock mark in concrete footing of fence post; thence N. 2-18 W. 53.50 feet to an iron pin old; thence S. 83-04 W. 177.79 feet to an iron pin old on the easterly side of Jones Avenue; thence with the easterly side of Jones Avenue N. 0-22 E. 200.0 feet to the beginning corner.

This being a portion of the property conveyed to the Mortgagor herein by deed of Jean Haley Jameson dated May 7, 1982 and recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 1166 at Page 595 on May 7, 1982.

This mortgage is third and junior in lien to that mortgage given in favor of Palmetto Bank in the original amount of \$200,000.00 dated May 7, 1982 and recorded in the R.M.C. Office for Greenville County, South Carolina in Mortgage Book 1569 at Page 667 on May 7, 1982 and that certain mortgage given in favor of Jean Haley Jameson in the original amount of \$75,000.00 dated May 7, 1982 and recorded in the R.M.C. Office for Greenville County, South Carolina in Mortgage Book 1569 at Page 711 on May 7, 1982.

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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