

State of South Carolina

S.C.)
JUN '82)

BOOK 1574 PAGE 50

County of GREENVILLE)

Mortgage of Real Estate

THIS MORTGAGE made this 24th day of June, 19 82

by JAMES D. PUCKETT

(hereinafter referred to as "Mortgagor") and given to BANKERS TRUST

(hereinafter referred to as "Mortgagee"), whose address is Post Office Box 608, Greenville, South Carolina, 29602

WITNESSETH:

THAT WHEREAS, James D. Puckett is indebted to Mortgagee in the maximum principal sum of Eighty Thousand and No/100 Dollars (\$ 80,000.00), which indebtedness is evidenced by the Note of James D. Puckett 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 \$ 80,000.00, 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 tract of land, located, lying and being in the County and City of Greenville, State of South Carolina, containing 1.08 acres, more or less, lying on the Southeasterly side of Lowndes Hill Road, as shown on plat entitled "Property of James D. Puckett", dated June 23, 1982, prepared by Freeland & Associates, recorded in the Greenville County RMC Office in Plat Book 9-C at Page 34, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap in or near the center of the right-of-way of Lowndes Hill Road and running thence N. 51-14 E., 179.85 feet to a nail and cap; thence running S. 28-29 E., 304.50 feet to a point; thence running S. 51-28 W., 135.40 feet to an old iron pin; thence running N. 36-52 W., 299.23 feet to a nail and cap in or near the center of the right-of-way of Lowndes Hill Road, the point and place of beginning.

ALSO, all right, title and interest in and to that certain right-of-way conveyed by Edmund L. Potter and J. Cooper Shackelford in favor of the Board of Stewardship of the Associate Reformed Presbyterian Church dated January 27, 1976, and recorded in the RMC Office for Greenville County, S.C., in Deed Book 1030, pages 794, on January 28, 1976.

This is the same property conveyed to the Mortgagor herein by deed of Greenville Athletic Club, Inc., recorded in the Greenville County RMC Office in Deed Book 1169 at Page 460 on JUNE 30, 1982.

RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF THE STATE OF SOUTH CAROLINA
GREENVILLE COUNTY
JUN 29 1982
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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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