

State of South Carolina

10-1067 3

Mortgage of Real Estate

County of GREENVILLE

FILED
GREENVILLE, S.C.
JUN 8 3 17 PM '84

THIS MORTGAGE is dated JUN 8 3 17 PM '84, 19 84

THE "MORTGAGOR" referred to in this Mortgage is DONALD S. GIBBS, JR. BY JUDSON T. MINYARD, SR.

THE "MORTGAGEE" is BANKERS TRUST OF SOUTH CAROLINA, whose address is _____
Post Office Box 608, Greenville, South Carolina 29602

THE "NOTE" is a note from Judson T. Minyard, Inc.
to Mortgagee in the amount of \$ 150,000.00, dated June 8, 19 84. The Note and any documents renewing, extending or modifying it and any notes evidencing future advances are all referred to as the "Note" and are considered to be a part of this Mortgage. The final maturity of the Note is July 1, 19 87. The amount of debt secured by this Mortgage, including the outstanding amount of the Note and all Future Advances under paragraph 13 below, shall at no time exceed \$ 150,000.00, plus interest, attorneys' fees, and court costs incurred in collection of amounts due hereunder, and Expenditures by Mortgagee under paragraph 5 below. Interest under the Note will be deferred, accrued or capitalized, but Mortgagee shall not be required to defer, accrue or capitalize any interest except as provided in the Note.

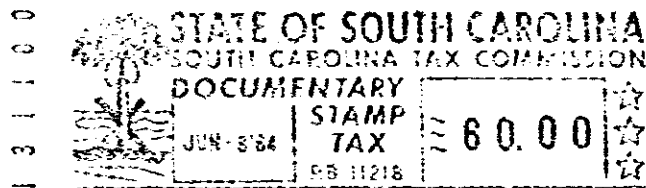
THIS MORTGAGE is given to secure to Mortgagee the repayment of the following amounts, with interest: (a) the indebtedness evidenced by the Note; (b) any Future Advances made under paragraph 13 below; (c) Expenditures by Mortgagee under paragraph 5 below; and (d) attorneys' fees, court costs and other amounts which may be due under the Note and this Mortgage. In consideration of the above indebtedness and for other valuable consideration which Mortgagor acknowledges receiving, Mortgagor does hereby mortgage, grant and convey to Mortgagee, its successors and assigns, the following described property:

ALL that piece, parcel or lot of land containing 6.412 acres, more or less, situate, lying and being on the western side of Laurens Road in the City of Greenville, Greenville County, South Carolina being shown and designated as Tract B on a plat of the property of Malcolm L. Beuhler made by Robert R. Spearman, Surveyor, dated June 30, 1973, recorded in the RMC Office for Greenville County, South Carolina in Plat Book 5-B at Page 31, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the western side of the edge of the right of way of the Laurens Road, which point is located 542 feet from the intersection of the western edge of the right of way of the Laurens Road with the center line of the right of way of East Parkins Mill Road and running thence with the line of Tract A, containing 4.05 acres, S. 64-16 W. 725.7 feet to an iron pin; thence S. 21-50-30 E. 220.9 feet to an iron pin; thence S. 22-35 E. 131.15 feet to an iron pin in the line of property now or formerly owned by Walter S. Griffin, et. al.; thence N. 68-24 E. 749.85 feet to an iron pin on Laurens Road; thence along the western edge of the right of way of Laurens Road, N. 25-44 W. 405.5 feet to an iron pin, the point of beginning.

The above-described property is the same conveyed to the Grantor by deed of John J. Martin, Jr. and Herbert J. Wright recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1026, Page 456.

The lien of the within mortgage is junior and subordinate to the lien of that certain mortgage given by the mortgagor to Bankers Trust dated November 7, 1983 recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 1634 at Page 680.



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):

