

State of South Carolina

County of GREENVILLE

FILED  
S.C.  
SEP 13 3 23 PM '79  
JOHN W. WATERSLEY  
R.M.C.

1430 PAGE 743

Mortgage of Real Estate

THIS MORTGAGE made this 13th day of September, 1979.

by Ronald J. Davis and Cynthia D. Davis

(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, S. C.

29602

WITNESSETH:

THAT WHEREAS, Ronald J. Davis and Cynthia D. Davis is indebted to Mortgagee in the maximum principal sum of Eleven thousand and No/100ths Dollars (\$ 11,000.00 ), which indebtedness is evidenced by the Note of Ronald J. Davis and Cynthia D. Davis of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is September 13, 1986 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 \$ 11,000.00 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 in the State of South Carolina, County of Greenville, being known and designated as Lot No. 99 of a subdivision known as Pebble Creek, Phase I, as shown on plat thereof being recorded in the RMC Office for Greenville County in Plat Book 5-D at Page 39, and having, according to said plat, such metes and bounds as appears thereon.

DERIVATION: Deed of Furman Cooper Builders, recorded August 3, 1978, in the RMC Office for Greenville County in Deed Book 1084 at Page 593.

THIS mortgage is junior in lien and secondary only to that real estate mortgage originally from Furman Cooper Builders to First Federal Savings and Loan Association, in the original amount of \$56,000.00, executed on May 22, 1978 and recorded in the RMC Office for Greenville County in Mortgage Book 1432 at Page 864, having been assumed by Ronald J. and Cynthia D. Davis by deed recorded in Deed Book 1084 at Page 593, said mortgage having a present balance in the approximate amount of \$ 55,958.34 .

GCTO --- / SE14 79 1344

STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY  
STAMP  
\$ 4.40

4.00001 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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