

State of South Carolina

BOOK 1433 PAGE 261

FILED  
SOUTH CAROLINA  
OCT 23 PM '79  
RMC OFFICE  
GREENVILLE

Mortgage of Real Estate

County of GREENVILLE

THIS MORTGAGE made this 4th day of October, 1979

by Maurice L. Millsaps and Iris P. Millsaps

(hereinafter referred to as "Mortgagor") and given to Bankers Trust of S. C.

(hereinafter referred to as "Mortgagee"), whose address is 1322 W. Poinsett Street,

P. O. Box 867, Greer, South Carolina 29651

WITNESSETH:

THAT WHEREAS, Maurice L. Millsaps and Iris P. Millsaps is indebted to Mortgagee in the maximum principal sum of Sixteen Thousand Seven Hundred Forty-Six and 13/100-----Dollars (\$16,746.13), which indebtedness is evidenced by the Note of Maurice L. Millsaps and Iris P. Millsaps of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is October 4, 1979 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 \$ 16,746.13 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 with the buildings and improvements thereon, lying and being on the southerly side of Indian Trail, near the City of Greenville, S. C. being known and designated as Lot No. 4 on plat of Dogwood Terrace, as recorded in the RMC Office for Greenville County S. C. in Plat Book UU page 5 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly side of Indian Trail, said pin being the joint front corner of Lots 4 and 5, and running thence with the southerly side of Indian Trail S. 81-07 E. 89.7 feet to an iron pin, joint corner of Lots 3 and 4; thence S. 0-51 E. 170 feet to an iron pin in the line of Lot 18; thence N. 81-03 W. 118.4 feet to an iron pin, joint rear corner of Lots 4 and 5; thence with the common line of said lots N. 8-53 E. 167.4 feet to an iron pin on the southerly side of Indian Trail, the point of beginning.

This conveyance is junior to that certain real estate mortgage given by Maurice L. Millsaps and Iris P. Millsaps to Aiken Loan and Security Company on July 24, 1967 and recorded in Mortgage Book 1064 at page 461 on July 27, 1967 and assigned to Protective Life Insurance Company on February 1, 1968 and recorded in Mortgage Book 1084 at page 303 in the R.M.C. Office for Greenville County.

This conveyance is the identical property conveyed to Maurice L. Millsaps and Iris P. Millsaps by deed of Robert Russell Baldwin on July 24, 1967 and recorded in Deed Book 824 at page 374 in the R. M. C. Office for Greenville County on July 27, 1967.

STATE OF SOUTH CAROLINA  
DOCUMENTARY  
STAMP  
TAX  
95.72  
1979

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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