

State of South Carolina

S. C.

1980

Mortgage of Real Estate

County of Greenville

ASLEY

THIS MORTGAGE made this 18 day of December 19 80

by Jerry Lee and Gail S. Pace

(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 Jerry Lee and Gail S. Pace is indebted to Mortgagee in the maximum principal sum of ten thousand and no/100 Dollars \$ 10,000.00 which indebtedness is evidenced by the Note of Jerry Lee Pace of even date herewith said principal together with interest thereon being payable as provided for in said Note the final maturity of which is December 18, 1987 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) in 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 in 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 \$ 10,000.00 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 County of Greenville, State of South Carolina on the northeastern side of Red Oak Court being shown as Lot 102 on a plat of HOLLY TREE PLANTATION, PHASE II, SECTION III, prepared by Piedmont Engineers, dated August 17, 1977, recorded in Plat Book 6-H at Page 10 in the R.M.C. Office for Greenville County and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Red Oak Court at the joint front corner of Lots 102 and 103 and running thence with Lot 103, N. 40-52 E., 230 feet to an iron pin at the joint rear corner of Lot 102 and Lot 103; thence with Lot 106, S. 49 E., 40 feet to an iron pin at the joint rear corner of Lots 101, 102, and 106; thence with Lot 101, S. 8-44 W., 246.64 feet to an iron pin on Red Oak Court; thence with said Court, N. 75-00 W., 19.05 feet, N. 65-31 W., 43.4 feet; N. 57-40 W., 38.59 feet; N. 49-13 W., 39.17 feet, and N. 40-29 W., 35.45 feet to the point of beginning.

This is the same property acquired by the Mortgagors by deed from Ann Vondersmith and William M. Vondersmith dated March 28, 1980 and recorded in the R.M.C. Office for Greenville County on March 31, 1980, 1980 in Deed Book 1121 at Page 69

This mortgage is second and junior in lien to that certain mortgage given by Jerry L. Pace and Gail S. Pace to First Federal Savings and Loan Association dated March 28, 1980 and recorded in the R.M.C. Office for Greenville County in Mortgage Book 1499 at Page 418

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TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident 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.

BT-002 (4-77)

RECORDED

4328 RV.2