

State of South Carolina

1539 572

Mortgage of Real Estate

County of GREENVILLE

RECORDED
GREENVILLE CO. S. C.
OCT 25 2 52 PM '81

THIS MORTGAGE made this 24th day of April, 1981.

by Matthew Irby, Jr. and Bessie M. Irby

(hereinafter referred to as "Mortgagor") and given to Bankers Trust of South Carolina

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

WITNESSETH:

THAT WHEREAS, Matthew Irby, Jr. and Bessie M. Irby is indebted to Mortgagee in the maximum principal sum of Eleven Thousand Fourt and 44/100 Dollars (\$ 11,004.44), which indebtedness is evidenced by the Note of Matthew Irby, Jr. and Bessie M. Irby of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is 96 months 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 \$ 11,004.44 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 piece, parcel or lot of land situate, lying and being in Greenville County, State of South Carolina, being known and designated as Lot 94 as shown on a Plat entitled Belle Meade recorded in the R.M.C. Office for Greenville County in Plat Book EE, at pages 116 and 117, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the west side of East Dorchester, joint front corner of Lots 94 and 95, thence along Dorchester, N. 19-0 W. 70 feet; thence S. 71-45W, 203 feet; thence S. 16-05 E. 119.7 feet; thence N. 48-55 E. 93.4 feet; thence N. 65-45 E. 123.5 feet to the beginning point.

BEING the same property conveyed to the mortgagors by deed of Billy J. Farrow and Sybil A. Farrow, dated June 26, 1973 which is recorded in the R.M.C. Office for Greenville County in Deed Book 978, at page 76.

THIS is a second mortgage, being subject to a first mortgage granted to D. Douglas Wilson & Co. on June 29, 1973 in the original amount of \$21,500.00 which is recorded in the R.M.C. Office for Greenville County in Mortgage Book 1283, page 142.

5CTO --- 1 AP 29 81 937

RECORDED
GREENVILLE CO. S. C.
OCT 25 2 52 PM '81

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):

4.0001

0572

4328 RV-2