

State of South Carolina

1577-231

Mortgage of Real Estate

County of GREENVILLE

THIS MORTGAGE made this 6 day of August, 1982

by Donald R. Axsom and Judy H. Axsom

(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, Donald R. Axsom and Judy H. Axsom is indebted to Mortgagee in the maximum principal sum of Ten Thousand & No/100 Dollars (\$ 10,000.00), which indebtedness is evidenced by the Note of Mortgagors of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is 36 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 \$ 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:

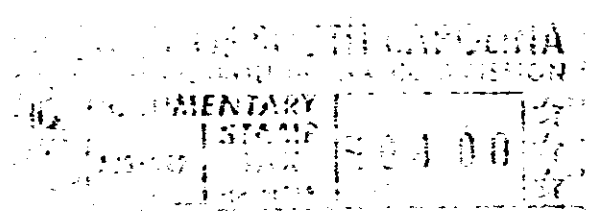
ALL that certain piece, parcel, or tract of land in the County of Greenville, State of South Carolina, being shown and designated as Property of Judy Hicks Axsom and Donald Robert Axsom, on plat prepared by R. B. Bruce, RLS, on 10 April 1978, said tract containing 25,069 square feet or 0.57 acres, more or less, all as is shown on the plat above mentioned which is recorded in the RMC Office for Greenville County, S. C., in Plat Book "6-0", at Page 84.

The within conveyance is subject to restrictions, utility easements, rights of way, zoning regulations, and other matters as may appear of record, on the recorded plats, or on the premises, and is particularly subject to an Easement Agreement entered into by the grantor and N. O. Moon recorded May 3, 1978, in Deed Book 1078 at Page 555.

This is a portion of the property heretofore conveyed to the Mortgagors by deed of M. B. Hicks, recorded May 3, 1978, in Deed Book 1078 at Page 413, in the R.M.C. Office for Greenville County, S. C.

This Mortgage shall be second and junior in lien to that certain Mortgage of the Mortgagors herein to Bankers Trust of South Carolina, the Mortgagee herein, recorded April 17, 1980 in Mortgage Book 1500 at Page 928 in the principal sum of \$9,673.88.

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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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