

State of South Carolina

BOOK 1609 PAGE 01

GREENVILLE

FILED

Mortgage of Real Estate

County of Greenville

MAY 31 11 13 AM '83

THIS MORTGAGE is dated

DONNIE

May 25

1983

THE "MORTGAGOR" referred to in this Mortgage is Michael V. and Rebecca B. Nix

THE "MORTGAGEE" is BANKERS TRUST OF SOUTH CAROLINA, whose address is _____

P. O. Box 608, Greenville, South Carolina 29602

THE "NOTE" is a note from Michael V. and Rebecca B. Nix

to Mortgagee in the amount of \$ 12,000.00, dated May 25, 19 83. The Note and any documents renewing, extending or modifying it and any notes evidencing future advances are all referred to as the "Note" and are considered to be a part of this Mortgage. The

final maturity of the Note is June 9, 19 91. The amount of debt secured by this Mortgage, including the outstanding amount of the Note and all Future Advances under

paragraph 13 below, shall at no time exceed \$ 12,000.00, plus interest, attorneys' fees, and court costs incurred in collection of amounts due hereunder, and Expenditures by Mortgagee under paragraph 5 below. Interest under the Note will be deferred, accrued or capitalized, but Mortgagee shall not be required to defer, accrue or capitalize any interest except as provided in the Note.

THIS MORTGAGE is given to secure to Mortgagee the repayment of the following amounts, with interest: (a) the indebtedness evidenced by the Note; (b) any Future Advances made under paragraph 13 below; (c) Expenditures by Mortgagee under paragraph 5 below; and (d) attorneys' fees, court costs and other amounts which may be due under the Note and this Mortgage. In consideration of the above indebtedness and for other valuable consideration which Mortgagor acknowledges receiving, Mortgagor does hereby mortgage, grant and convey to Mortgagee, its successors and assigns, the following described property:

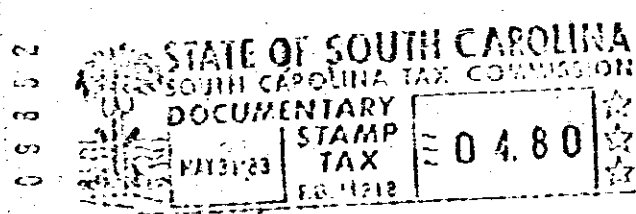
ALL that piece, parcel or lot of land lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot No. 12 on a plat of Mountain Shadows recorded in the RMC Office for Greenville County in Plat Book 4N at Page 7 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Scaleybark Road, joint front corner of Lot No. 12 and 13, and running thence with said road S 36-19 E 95 feet to an iron pin at the joint front corners of Lots No. 12 and 11; thence with the common lines of said lots S 53-52 W 175.6 feet to an iron pin; thence N 36-08 W 95 feet to an iron pin, thence with the joint line of Lots 12 and 13 N 53-52 E 175.4 feet to the point of beginning.

This is a second mortgage junior to that of Fidelity Federal Savings and Loan Association recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1427 at Page 153 and having a balance this date of \$

This is that property conveyed to Mortgagor by deed of Paymond H. Petit recorded March 28, 1979 in the RMC Office for Greenville County, South Carolina in Deed Book 1076 at page 64.

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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);