

State of South Carolina

County of Greenville

FILED Mortgage of Real Estate

JUN 3 4 22 PM '83

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THIS MORTGAGE is dated June 2 19 83

THE "MORTGAGOR" referred to in this Mortgage is Michael H. and Martha R. Shaluly

THE "MORTGAGEE" is BANKERS TRUST OF SOUTH CAROLINA, whose address is P.O. Box 608 Greenville, S. C.

THE "NOTE" is a note from Michael H. and Martha R. Shaluly to Mortgagee in the amount of \$ 35,000.00, dated June 2, 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 May 30, 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 \$ 35,000.00, 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 certain piece, parcel, or lot of land situate, lying, and being in Butler Township, County of Greenville, State of South Carolina, designated as Lot No. 10, on Plat of Rogers Valley Heights, prepared by C. O. Riddle, November, 1954, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book GG, at Page 103, and having, according to said Plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint front corner of Lots Nos. 9 and 10 on the Southern side of Howell Circle, and running thence along said Circle, S. 84-04 E., 300 feet to a concrete monument; thence along the curve of said Circle, S. 57-24 E., 132.5 feet to an iron pin; thence S. 30-40 E., 115.9 feet to an iron pin; thence S. 7-33 E., 31 feet to an iron pin; thence along the line of the telephone cable, S. 85-49 W., 473.7 feet to an iron pin; thence N. 8-34 W., 134.8 feet to an iron pin; thence N. 5-56 E., 135 feet to the POINT OF BEGINNING, said Lot containing 2.27 acres, more or less.

This is the identical property heretofore conveyed to the Mortgagors herein by Deed of R. C. Redd and Pearl Beatrice Redd, dated May 30, 1975, and recorded in the RMC Office for Greenville County, S. C. on May 30, 1975, in Deed Book 1019 at Page 91.

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STATE OF SOUTH CAROLINA SOUTH CAROLINA TAX COMMISSION DOCUMENTARY STAMP TAX JUN-3-83 14.00 FEB 11 1985

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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