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Aug 31 4 08 PM 183 Mortgage of Real Estate

County of GREENVILLE

SOUNTE S. ) TO LESSEY R.M.C

THIS MORTGAGE is dated August 29 , 19 83

THE "MORTGAGOR" referred to in this Mortgage is L. Gwendolyn Phillips

THE "MORTGAGEE" is BANKERS TRUST OF SOUTH CAROLINA, whose address is P. O. Box 608, Greenville, SC 29602

THE "NOTE" is a note from L. Gwendolyn Phillips

to Mortgagee in the amount of \$2,339.88 \_\_\_\_, dated \_\_\_\_\_August 29 \_\_\_\_\_, 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 <u>March 5</u>, 19<u>85</u>. 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 \$ 2,339.88 , 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 on the southeastern side of Charlwood Avenue, in the County of Greenville, State of South Carolina, and known and designated as Lot No. 57 on plat entitled "Chesterfield Estates, Section IV", dated January 22, 1979, and recorded in the RMC Office for Greenville County, S. C. in Plat Book 7-C, at Page 5, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the southeastern side of Charlwood Avenue at the joint front corner of Lots Nos. 56 and 57 and running thence with the line of Lot No. 56, S. 50-07 E. 140.33 feet to an iron pin at the joint rear corner of Lots Nos. 56 and 57; thence with the rear line of Lot No. 57, N. 39-53 E. 84.00 feet to an iron pin at the joint rear corner of Lots Nos. 57 and 58; thence with the line of Lot No. 58, N. 50-07 W. 140.33 feet to an iron pin on the southeastern side of Charlwood Avenue; thence with the southeastern side of Charlwood Avenue, S. 39-53 W. 84.00 feet to the point of beginning.

This is the identical property conveyed to the Mortgagor herein by deed of Westminster Company, Inc., dated August 29, 1980 and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1134, at Page 395, on September 29, 1980.

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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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