C. 1058 4819

Mortgage of Real Estate

County of **GREENVILLE** APRIL 23 THIS MORTGAGE is dated Luther V. Wilson and Peggy B. Wilson THE "MORTGAGOR" referred to in this Mortgage is . THE "MORTGAGEE" is BANKERS TRUST OF SOUTH CAROLINA, whose address is Post Office Box 867, Greer, South Carolina 29652 Luther V. Wilson and Peggy B. Wilson THE "NOTE" is a note from ___ to Mortgagee in the amount of \$ 8,000.00 dated April 23 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 __April 23 ____ 1989___. 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 \$ 8,000.00 __, 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

ALL that certain parcel or lot of land situated on the south side of Benjamin Avenue about one mile southward from the City of Greer, Chick Springs Township, Greenville County, State of South Carolina and being Lots Nos. 41 and 42 in BROOK-HAVE, property of the Dobson Estates, according to survey and plat by H. S. Brockman Registered Surveyor, dated December 12, 1957, amended September 1, 1959, recorded in Plat Book RR page 41, R.M.C. Office for Greenville County, and having the following courses and distances, to-wit:

valuable consideration which Mortgagor acknowledges receiving, Mortgagor does hereby mortgage, grant and

BEGINNING at an iron pin on the south side of Benjamin Avenue, corner of Lots Nos. 40 and 41 and running thence along the line of said lots, S. 10-55 W. 170 feet to an iron pin, corner of Lot No. 50; thence along the rear line of Lots Nos. 50 and 49 S. 79-25 E. 200 feet to an iron pin, corner of Lot No. 43; thence along the line of Lot No. 43, N. 10-55 E. 170 feet to an iron pin on the south side of Benjamin Avenue; thence along said Benjamin Avenue, N. 79-25 W. 200 feet to the beginning corner.

This conveyance is subject to the restrictions recorded in Deed Book 620 at page 229 in the R.M.C. Office for Greenville County.

This conveyance is the identical property conveyed to Luther V. Wilson and Peggy B. Wilson by deed of Lawrence M. Dobson and Roy M. Dobson Trustees of the R.A. Dobson and I. B. Dobson Estates on June 21, 1961 and recorded in Deed Book 677 at page 9 on June 30, 1961 in the R.M.C. Office for Greenville County.

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);

4.2(C)

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