State of South Carolina

JUL 20 9 40 44 '83

ROY D. HARDEN JUL 1 4 1983 CLERK OF COURT

County of OCONEE AND GREENVILLE

DONNIE SUTH CHERSLEY
R.M.C.

Mortgage ON Real Pstate, S. C

THIS MORTGAGE made this 13th day of July , 803% 1010 FLSE 799
by FRANK G. ROGERS AND SONYA M. ROGERS
(hereinafter referred to as "Mortgagor") and given to SOUTHERN BANK & TRUST CO.
(hereinafter referred to as "Mortgagee"), whose address is 304 E. North Street, P.O. Box 1329,
Greenville, S.C. 29601
WITNESSETH:  THAT WHEREAS, ROGERS STEREO, INC. AND FRANK G. ROGERS AND SONYA M. ROGERS, INDIVIDUALL is indebted to Mortgagee in the maximum principal sum of Dollars (\$40,000.00), Which indebtness is
evidenced by the Note of Rogers Stereo, Inc. and Frank G. Rogers and Sonya M. Rogers, of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note, (the intermatinally of 1)
which is <u>five years</u> 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 \$_40,000.00, plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorney's 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:

PARCEL 1 - GREENVILLE COUNTY

ALL that certain piece, parcel or lot of land with the buildings and improvements thereon lying and being on the southerly side of Sugar Creek Lane, near the City of Greenville, South Carolina, and being designated as Lot No. 8 of Map No. 7, Sugar Creek, as recorded in the RMC Office for Greenville County, S.C., in Plat Book 7C, Page 15, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly side of Sugar Creek Lane, joint front corner of Lots 7 and 8 and running thence along the common line of said lots S. 10-58-20 E., 144.45 feet to an iron pin; thence N. 83-32-41 W., 78.31 feet to an iron pin, joint rear corner of Lots 8 and 9; thence along the common line of said lots N. 8-15-29 E., 150 feet to an iron pin on the southerly side of Sugar Creek Lane; thence along said Lane S. 80-23 E., 33.21 feet to an iron pin; thence S. 79-01-40 E., 52 feet to an iron pin, joint front corner of Lots 7 and 8, the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Cothran & Darby Builders, Inc. dated May 1, 1980, recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1124, at page 980 on May 1, 1980. The lien of this mortgage affecting the above-described property is junior in lien to that mortgage given by Frank G. Rogers and Sonya M. Rogers to First Pederal Savings & Loan Association dated July 22, 1980 in the principal amount of \$67,500.00, recorded in the R.M.C. Office for Greenville County, South Carolina on July 28, 1980 in Mortgage Book 1508, at page 859.

ALSO PARCEL 2 - COONEE COUNTY

ALL that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Oconee, City of Seneca, being known and designated as Lot Number Thirteen (13) of NORTHLAKE ESTATES SUBDIVISION, as shown and more fully described on a plat thereof recorded in Plat Book P-29 at page 169, records of Oconee County, South Carolina.

This being the same property conveyed to the Mortgagor herein by deed of Rochester Real Estate Company, recorded July 1, 1977 in Deed Book 12-T at page 169 in the records of Oconee County, South Carolina.

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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