

State of South Carolina

County of GREENVILLE

5 248, 83

Mortgage of Real Estate

BOOK 1628 PAGE 292



THIS MORTGAGE made this 5 day of October, 19 83

by Billy Donnahue

(hereinafter referred to as "Mortgagor") and given to SOUTHERN BANK & TRUST CO.

(hereinafter referred to as "Mortgagee"), whose address is P. O. Box 1329, Greenville, SC 29602

WITNESSETH:

THAT WHEREAS, Billy Donnahue is indebted to Mortgagee in the maximum principal sum of Ten Thousand Five Hundred and No/100ths Dollars (\$10,500.00). Which indebtedness is evidenced by the Note of the said Billy Donnahue of even date herewith, said principal (p/us interest thereon) being payable as provided for in said Note, (the final maturity of which is three hundred sixty-five (365) days 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 \$10,500.00, 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:

All that piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being shown as Lot No. 36 on plat of Overbrook Land Company, which plat is of record in the RMC Office for Greenville County, S. C. in Plat Book E, Page 252, and having according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on East North Street, joint front corner of Lots Nos. 35 and 36, and running thence along the line of said lots S. 25-08 E. 160.4 feet to a point on a ten-foot alley; thence with said alley, N. 65-59 E. 71 feet to a point on Balsam Road; thence with Balsam Road the courses and distances, to-wit: N. 26-26 W. 50 feet; N. 18-17 W. 50 feet; and N. 16-50 W. 49 feet to the intersection of Balsam Road and East North Street; thence with East North Street S. 73-24 W. 83.8 feet to the point of beginning.

This is the same property acquired by the mortgagor herein by deed of Southside Baptist Church recorded August 27, 1981 in the RMC Office for Greenville County in Deed Book 1154, Page 162.

The lien of the within mortgage is understood to be junior in rank and priority to the lien of that certain mortgage to FinanceAmerica Corporation dated September 22, 1983 recorded September 23, 1983 in the RMC Office for Greenville County in Deed Book 1627, Page 205 in the original face amount of \$52,501.12.

RECORDED IN THE RMC OFFICE FOR GREENVILLE COUNTY, S. C. ON OCTOBER 11, 1983 AT 10:42 AM

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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