

State of South Carolina

Mortgage of Real Estate



County of GREENVILLE

FILED  
GREENVILLE S.C.

VOL. 1038 PAGE 952

THIS MORTGAGE made this 29th day of November 1983

by B. D. Murphree and Irene P. Murphree

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

(hereinafter referred to as "Mortgagee"), whose address is Post Office Box 1329, Greenville, S. C. 29602

WITNESSETH:

THAT WHEREAS, B. D. Murphree and Irene P. Murphree is indebted to Mortgagee in the maximum principal sum of Twelve Thousand and 00/100 Dollars (\$12,000.00), which indebtedness is evidenced by the Note of B. D. Murphree and Irene P. Murphree of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is November 29, 1983 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 \$12,000.00 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:

ALL that certain piece, parcel or lot of land, with improvements thereon, or to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the western side of Northside Circle, near the City of Greenville; being shown as Lot 10 on a plat of Northside Heights recorded in the RMC office for Greenville County in Plat Book MM, Page 89, and described as follows:

BEGINNING at an iron pin on the western side of Northside Circle at the corner of Lot 9 and running thence with the western side of said circle, N. 34-28 W. 100 feet to an iron pin at the corner of Lot 11; thence with the line of said lot, S. 55-42 W. 158.4 feet passing an iron pin to the center of a branch; thence with the branch as the line, the traverse of which is S. 24-42 E. 101.1 feet to a point at the corner of Lot 9; thence passing an iron pin, N. 55-42 E. 171.7 feet to the beginning corner; being the same property conveyed to the mortgagor herein by Lloyd W. Gilstrap by deed dated October 5, 1961, and recorded in the RMC office for Greenville County in Deed Book 684 at Page 194.

This Mortgage is junior to the lien of the mortgage held by First Federal Savings and Loan Association, said mortgage given by Levis L. Gilstrap, et al., dated December 22, 1960, and recorded in the RMC office for Greenville County in Mortgage Book 845 at Page 546.

Notary Public Seal

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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1328 W. 2