

State of South Carolina

County of Greenville

Mortgage of Real Estate

FILED
S.C.
APR 21 10 16 AM '80
MERSLEY

THIS MORTGAGE made this 21st day of April 19 80

by Robert L. and Joyce Ann Waters

(hereinafter referred to as "Mortgagor") and given to Bankers Trust of S.C.

(hereinafter referred to as "Mortgagee"), whose address is P.O. Box 608, Greenville, SC 29602

WITNESSETH:

THAT WHEREAS, Robert L. and Joyce Ann Waters is indebted to Mortgagee in the maximum principal sum of Five thousand, five hundred, forty-eight and 38/100 Dollars (\$ 5,548.38), which indebtedness is evidenced by the Note of Robert L. and Joyce Ann Waters of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is six years 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 \$ 5,548.38 plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorneys 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 with all improvements thereon situate, lying and being in the State of South Carolina, County of Greenville, in Greenville Township, on Dukeland Drive, between Christopher Street and Merriweather Street, in the Ethel Y. Perry Subdivision, situate in the San Souci section being shown as Lot No. 20 on plat of property of Ethel Y. Perry, recorded in the R. M. C. Office for Greenville County in Plat Book BB at page 39, and having the following metes and bounds, to:wit:

BEGINNING at an iron pin on the northern edge of a 3 foot sidewalk running along Dukeland Drive, said pin being the joint front corner of Lots 19 and 20; thence along the northern edge of said sidewalk S. 89-28 W. 75 feet to an iron pin; thence along the eastern line of Lot 21, N. 0-25 W. 77.6 feet to an iron pin; thence along the southern line of Lot 18, N. 89-28 E. 75 feet to an iron pin; thence along the western line of Lot 19, S. 0-25 E. 77.6 feet to an iron pin, the beginning corner.

The above described property is the same conveyed to the mortgagors herein by deed of W. F. Nabors, dated June 15, 1972 and recorded June 16, 1972 in the R. M. C. Office for Greenville County in Deed Book 946 at page 349.

This is a second mortgage and junior in lien to that mortgage given by the mortgagors herein to Bankers Trust of South Carolina, which mortgage is dated May 3, 1979 and recorded in the R. M. C. Office for Greenville County, S. C. in Mortgage Book 1466 at page 38.

OFFICE OF THE CLERK OF THE COURT
GREENVILLE COUNTY, SOUTH CAROLINA
RECORDED
APR 21 1980

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).

558

4328 RV-2