

State of South Carolina FILED)
GREENVILLE R.M.C.

Mortgage of Real Estate

County of GREENVILLE AUG 13 8 59 AM '83

THIS MORTGAGE is dated DONNIE MASSEY R.M.C. August 2, 19 83

THE "MORTGAGOR" referred to in this Mortgage is Carroll D. Massey and Kathryn R. Massey

THE "MORTGAGEE" is BANKERS TRUST OF SOUTH CAROLINA, whose address is Greenville Mall Branch, Post Office Box 608, Greenville, South Carolina 29602

THE "NOTE" is a note from Carroll D. Massey and Kathryn R. Massey to Mortgagee in the amount of \$ 12,965.53 dated August 2, 19 83. The 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 August 7, 19 84. 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 \$ 12,965.53 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 valuable consideration which Mortgagor acknowledges receiving, Mortgagor does hereby mortgage, grant and convey to Mortgagee, its successors and assigns, the following described property:

ALL that lot of land in the State of South Carolina, County of Greenville, near the Town of Mauldin, being known and designated as Lot No. 80 on plat of Greenbrier Subdivision recorded in Plat Book QQ at Pages 128 and 129, and having, according to a more recent survey entitled "Property of Carroll D. Massey and Kathryn R. Massey" dated June 19, 1978, prepared by Carolina Surveying Co., the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeasterly side of Ivy Drive, joint front corner of Lots 80 and 81, and running thence with the line of Lot 80, N. 55-25 E. 200 feet to an iron pin; thence S. 34-35 E. 100 feet to an iron pin at the rear corner of Lot 79; thence along the line of Lot 79, S. 55-25 W. 200 feet to an iron pin on the northeasterly edge of Ivy Drive; thence along the edge of said Drive N. 34-35 W. 100 feet to the point of Beginning.

This being the same property conveyed to Mortgagors herein by deed of Thomas R. Stroud and Faye G. Stroud dated June 30, 1978 and recorded in the RMC Office for Greenville County in Deed Book 1082 at Page 249 on June 30, 1978.

This being a second mortgage and junior in lien to that mortgage given by Carroll D. Massey and Kathryn R. Massey to NCNB Mortgage South, Inc. recorded in the RMC Office for Greenville County, SC, in Mortgage Book 1436 at Page 812 on June 30, 1978, securing the original principal of \$14,850.00.

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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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