

State of South Carolina

FILED
GREENVILLE CO. S. C.

BOOK 1430 PAGE 451

Mortgage of Real Estate

County of GREENVILLE

APR 28 12 13 PM '78

THIS MORTGAGE made this 26th day of April 19 78.

by Marshall Paul Neaves, Sr. and Arvie S. Neaves

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

(hereinafter referred to as "Mortgagee"), whose address is Simpsonville, S. C.

WITNESSETH:

THAT WHEREAS, Marshall Paul Neaves, Sr. and Arvie S. Neaves is indebted to Mortgagee in the maximum principal sum of Eight Thousand Six Hundred Ninety-nine and 27/100 Dollars (\$ 8,699.27), which indebtedness is evidenced by the Note of Marshall Paul Neaves, Sr. & Arvie S. Neaves of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is sixty months 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 \$ 8,699.27 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, situate, lying and being in the State of South Carolina, County of Greenville, Town of Simpsonville, on the northwestern side of Wemberly Lane, and being shown and designated as Lot No. 65 on plat of Wemberly Way Subdivision, Section 1, which plat is recorded in Plat Book 4-R, Page 88, R.M.C. Office for Greenville County, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Wemberly Lane at the intersection of Wemberly Lane and Wemberly Drive, and running thence along Wemberly Drive the following courses and distances: S. 87-36 W. 39.9 feet to an iron pin; thence N. 74-44 W. 39.5 feet to an iron pin; thence N. 67-42 W. 94.6 feet to an iron pin; thence turning and running N. 22-38 E. 150 feet to an iron pin; thence turning and running S. 67-41 E. 100 feet to an iron pin on Wemberly Lane; thence along Wemberly Lane the following courses and distances: S. 15-41 E. 123.1 feet; thence S. 34-24 W. 32.3 feet to the point of beginning.

This is the identical property as conveyed to the mortgagors by deed of Alfred Vaughn, et al dated June 1, 1977 and recorded in the R.M.C. Office for Greenville County in Deed Book 1057, Page 874.

This property is covered by a first mortgage to United Federal Savings & Loan Association recorded in Mortgage Book 1373, Page 540, R.M.C. Office for Greenville County, which mortgage was assumed on June 1, 1977 by Marshall Paul Neaves, Sr., et al from Alfred Vaughn, et al and presently has a remaining balance of \$31,259.67.

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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