

## Mortgage of Real Estate

County of GREENVILLE

THIS MORTGAGE made this 16th day of February 1979by Theodore Opuszanski and Elsie H. Opuszanski(hereinafter referred to as "Mortgagor") and given to Bankers Trust of South Carolina(hereinafter referred to as "Mortgagee"), whose address is P.O. Box 608, Greenville, S.C. 29602

## WITNESSETH

THAT WHEREAS Theodore Opuszanski and Elsie H. Opuszanski is indebted to Mortgagee in the maximum principal sum of Forty-one Thousand Three Hundred Seven and 95/100 Dollars \$ 41,307.95 which indebtedness is evidenced by the Note of Theodore Opuszanski and Elsie H. Opuszanski of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is August 15, 1979 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 a sale to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina (1976), all future advances and readvances that may subsequently be made to Mortgagee by Mortgagee evidenced by the aforesaid Note, or by other promissory notes, and all renewals and extensions thereof, and in all other indebtedness of Mortgagee 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 \$ 41,307.95 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 certain piece, parcel or lot of land, with all improvements thereon or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville in Paris Mountain Township, containing 6.89 acres, more or less, according to plat made by Robert B. Bruce, Surveyor, November 7, 1960, and recorded in the RMC Office for Greenville County in Plat Book MM at Page 183 and having, according to said plat, the following metes and bounds, to-wit:**

**BEGINNING** at an old iron pin at the northwestern corner of Lot No. 16 on plat of property of Lee P. Ramsey, plat of which is recorded in Plat Book S, Page 117 and running thence S. 3-00 W. 322.7 feet; thence with line of other property of Harold V. Baker, N. 85-19 W. 304.9 feet; thence N. 31-54 W. 459 feet to a point in the center of a branch; thence with the center of said branch as the line, by traverse lines as follows: N. 61-47 E. 82.5 feet; N. 26-02 E. 85.3 feet; N. 32-42 E. 199 feet; N. 62-46 E. 58 feet; N. 73-06 E. 164 feet; S. 87-55 E. 164.5 feet; thence leaving said branch, S. 8-31 W. 444.5 feet to the point of beginning. Said property is subject to a 20-foot easement for road purposes as set forth in the deed of the above property to Helen M. Gaynor, recorded in Deed Book 663 at Page 548.

**ALSO:** ALL that certain piece, parcel or lot of land in Paris Mountain Township, Greenville County, State of South Carolina, being known as a small portion of Lot No. 16 as shown on plat of property of Lee P. Ramsey recorded in the RMC Office for Greenville County in Plat Book S, Page 117; and said property herein conveyed being more fully described as follows according to plat of property of Helen M. Gaynor prepared by R. B. Bruce, Surveyor, November 7, 1960 and recorded in the RMC Office for Greenville County in Plat Book MM at Page 188.

**BEGINNING** at an old iron pin on Barker line at the Northwest corner of said Lot No. 16 and running thence S. 87-30 E. 26.0 feet to an iron pin near center of County Road; thence on a line in said road, S. 10-54 E. 59.8 feet to an iron pin in said road; thence a new line through Lot No. 16, N. 87-00 W. 40.3 feet to an iron pin on line of Barker; thence along line of property of Barker, N. 8-00 E. 56.1 feet to the beginning corner, subject to rights of Greenville County in said road, which has been conveyed to Greenville County.

THIS is a second mortgage, junior in lien to that certain mortgage given by Mortgagors herein to M. Sue Ellis Farnham dated February 16, 1979 and recorded in the Greenville County RMC Office in Mortgage Book 1457 at Page 879 and having an original balance of \$69,100.00.

THIS being the identical property as that conveyed to Mortgagors herein by deed of Lamar Payne and recorded in the Greenville County RMC Office on 2-20-77 in Deed Book 1097 at Page 166.

IN WITNESS WHEREOF, the said Mortgagors have hereunto set their hands and affixed their seals, and the said Mortgagee has hereunto set her hand and affixed her seal, this 16th day of February, 1979.

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