

FILED
GREENVILLE CO. S.C.
State of South Carolina
JUL 16 12 05 PM '79
County of GREENVILLE ENGINEERS & ARCHITECTS
R.M.C.

Vol. 1473 Page 918

Mortgage of Real Estate
(Second Mortgage)

THIS MORTGAGE made this 13th day of July, 1979.

by Roger G. Perry and Elizabeth M. Perry

(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, Roger G. Perry and Elizabeth M. Perry is indebted to Mortgagee in the maximum principal sum of One Hundred Seventeen Thousand & No/100- Dollars (\$ 117,000.00), which indebtedness is evidenced by the Note of July 13, 1979 of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is June, 1984 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 \$ 117,000.00 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, and having the following metes and bounds according to a plat thereof entitled "Survey for Roger G. Perry" dated December 15, 1975, prepared by Piedmont Engineers-Architects-Planners and recorded in the R.M.C. Office for Greenville County, in Plat Book 5Q at page 26:

BEGINNING at an iron pin on the northeastern side of Saluda Lake Road at the southwestern corner of property owned by Dr. John H. Paxton, said iron pin lying 418.5 feet, more or less, northwest of the intersection of Saluda Lake Road and the center line of White Horse Road, and running thence with the northeastern side of Saluda Lake Road, N. 76-45 W. 80 feet to an iron pin on the line of property of I. H. Philpot; thence with the line of said Philpot property, N. 0-33W. 162.25 feet to an iron pin; thence continuing with other property of I. H. Philpot, S. 87-00 E., 65 feet to an iron pin at the northwestern corner of the aforesaid Paxton property; thence with the line of said Paxton property, S. 4-44 E., 177.8 feet to the point of beginning.

This being the same property conveyed unto Roger G. Perry and Elizabeth M. Perry, by deed from I. H. Philpot, Trustee recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 1031 at Page 324 on the 9th day of February, 1976.

This mortgage is inferior in rank to that certain first mortgage in favor of Fidelity Federal Savings and Loan Association of Greenville, S. C., said Mortgage being recorded in the R.M.C. Office for Greenville County, S. C. in Mortgage Book 1359 at page 832 and recorded February 9, 1976, and having a present principal balance of \$19,075.46.

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TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or accreting 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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