

Mortgage of Real Estate

State of South Carolina

County of GREENVILLE

FILED
S. C.
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JONES
BANKERS TRUST

THIS MORTGAGE made this 25th day of September, 1979

by James E. O'Brien

(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, James E. O'Brien is indebted to Mortgagee in the maximum principal sum of Eight Thousand Eight Hundred Eighty-Four and 80/100 Dollars (\$ 8,884.80), which indebtedness is evidenced by the Note of James E. O'Brien of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is 6 years after the date hereof, the terms of said Note and any agreement modifying it are incorporated herein by reference.

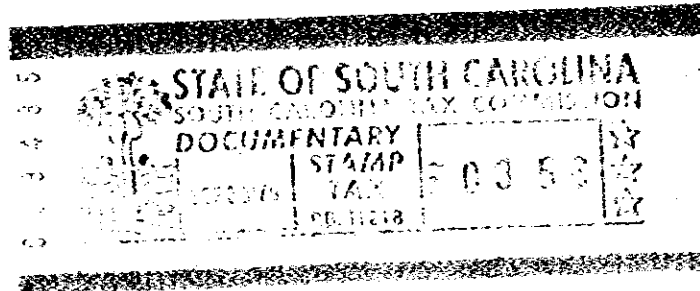
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate 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 \$ 8,884.80, 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 located in the County of Greenville, State of South Carolina, being known and designated as Lot No. 38 of Edwards Forest Subdivision and having, according to a plat recorded in the R.M.C. Office for Greenville County in Plat Book EE, at Page 105, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western edge of Edwards Road at the joint front corner of Lots 38 and 39 and running thence with the line of Lot 39 S. 70-37 W. 194.9 feet to an iron pin; thence S. 19-23 E. 100 feet to an iron pin in the joint rear corner of Lots 38 and 37; thence with the line of Lot 37 N. 70-37 E. 217.7 feet to an iron pin on the western edge of Edwards Road; thence with Edwards Road N. 30-32 W. 100.1 feet to an iron pin, the point of beginning.

Being the same property conveyed to the Mortgagor herein by deed of Charles A. Gossett and Minnie R. Gossett, said deed being dated March 15, 1972 and recorded in the R.M.C. Office for Greenville County in Deed Book 938, at Page 397.

It is agreed that this mortgage is junior in lien to that certain mortgage previously given by the Mortgagor herein to Thomas & Hill, Inc., said mortgage being recorded in the R.M.C. Office for Greenville County in Mortgage Book 1225, at Page 523.



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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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