

State of South Carolina

GREENVILLE CO. S. C.

NOV 13 3 35 PM '79

BOOK 1488 PAGE 25

County of GREENVILLE

DONNIE E. BARRERSLEY
R.M.S.

Mortgage of Real Estate

THIS MORTGAGE made this 13 day of November, 1979

by George D. Batcheldor and Ellen C. Batcheldor

(hereinafter referred to as "Mortgagor") and given to Bankers Trust of South Carolina

(hereinafter referred to as "Mortgagee"), whose address is 7 North Laurens Street, Greenville, S.C.

WITNESSETH:

THAT WHEREAS George D. Batcheldor and Ellen C. Batcheldor is indebted to Mortgagee in the maximum principal sum of Twenty Four Thousand Nine & 60/100 Dollars (\$ 24,009.60), which indebtedness is evidenced by the Note of George D. Batcheldor and Ellen C. Batcheldor 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 13, 1980 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 \$ 24,009.60 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 with the buildings and improvements thereon, lying and being on the southeasterly side of East Woodburn Drive, near the City of Greenville, South Carolina, being known and designated as Lot No. 71 on plat entitled "FINAL PLAT SEVEN OAKS" as recorded in the RMC Office for Greenville County in Plat Book 4-R, at Page 6, and having such metes and bounds as shown thereon.

This is the same property conveyed to the mortgagors by deed of N&S Builders, Inc. dated June 1, 1973 and recorded June 5, 1973 in Deed Book 976 at Page 130, in the RMC Office for Greenville County, S.C.

This mortgage is second and junior in lien to that certain mortgage given to Fidelity Federal Savings and Loan recorded June 5, 1973 in REM Book 1279 at Page 589, in the RMC Office for Greenville County, S.C.

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
DONNIE E. BARRERSLEY
R.M.S.

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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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