State of South Carolina

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**Mortgage of Real Estate** 

THIS MORTGAGE made this 15th day of January	
by Barry R. Ledford and Kay L. Ledford	
(hereinafter referred to as "Mortgagor") and given to <u>Bankers Trust of South Carolina</u>	<del></del>
(hereinafter referred to as "Mortgagee"), whose address is P. O. Box 608, Greenville, S. C.	

## WITNESSETH:

Barry R. Ledford and Kay L. Ledford THAT WHEREAS. \_ is indebted to Mortgagee in the maximum principal sum of <u>Five Thousand Seven Hundred Seventy-Eight</u> which indebtedness is 5,778.92 and 92/100---- Dollars (\$\_\_\_\_\_\_\_ Barry R. Ledford and Kay L. Ledford evidenced by the Note of \_\_\_\_ date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of \_after the date hereof, the terms of said Note and any agreement modifying it which is February 1, 1988 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) a'll 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

\_\_\_\_, 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, situate, lying and being on the south side of Pockview Court near the City of Greenville, in Greenville County, South Carolina, being known and designated as Lot 37 on Plat of Barbrey Heights, Section 2, which plat is recorded in the RMC Office for Greenville, S. C. in Plat Book BBB at Page 175, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of Rockview Court at the joint corner of Lots 37 and 38 and runs thence along the line of Lot 38 S. 38-47 W. 195 feet to an iron pin; thence along the line of Lots 31 and 32 S. 89-31 E. 214.7 feet to an iron pin; thence along the line of Lots 35 and 36 N. 7-44 W. 151.7 feet to an iron pin on the south side of Rockview Court; thence with the curve of Rockview Court (the chord being S. 71-30 W. 35 feet) to an iron pin; thence continuing with the curve of Rockview Court (the chord being N. 67-48 W. 40 feet) to the beginning corner.

This is the same property conveyed to the Mortgagors herein by deed of William C. Owens and Leroy Guthrie dated February 15, 1978 and recorded on the same date in the RMC Office for Greenville County, S. C. in Deed Book 967 at Page 405.

This mortgage is junior in lien to that mortgage given by Barry R. Ledford and Kay L. Ledford to First Federal Savings & Loan Association in the original amount of \$16,500.00 recorded in Mortgage Book 1267 at Page 62 in the RMC Office for Greenville County, S. C.

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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 deerned part of the Property and included in any reference thereto).

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