

State of South Carolina

FILED
GREENVILLE CO. S. C.

Mortgage of Real Estate

County of GREENVILLE

4:01 PM '80

THIS MORTGAGE made this 8th day of February 19 80

by Michael D. Underwood and Deborah E. Underwood

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

(hereinafter referred to as "Mortgagee"), whose address is 104 South Main Street, Mauldin, South Carolina

WITNESSETH:

THAT WHEREAS, Michael D. Underwood and Deborah E. Underwood is indebted to Mortgagee in the maximum principal sum of Five Thousand Six Hundred Thirty and 83/100 Dollars (\$ 5,630.83), which indebtedness is evidenced by the Note of Michael D. Underwood and Deborah E. Underwood of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is 8 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 \$ 5,630.83 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 in the State of South Carolina, County of Greenville, Town of Mauldin, being known and designated as Lot No. 45 on a plat of Holly Springs, Section I, recorded in the R.M.C. Office for Greenville County in Plat Book 4N, Page 5 and also shown on a plat entitled property of Michael D. Underwood and Deborah E. Underwood prepared by Freeland & Associates on March 16, 1978, and recorded in the R.M.C. Office for Greenville County in Plat Book 6N, Page 91, and having, according to said plats, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Brookbend Road, joint front corner of Lot No. 45 and an area reserved for future development, now Lot No. 46, Section II, Holly Springs and running thence S. 66-00 E., 222.65 feet to an iron pin near Gilder's Creek; thence with said creek as the line S. 51-20 W., 76.5 feet to an iron pin and S. 45-37 W., 52.8 feet to an iron pin, joint rear corner with an area reserved for recreation; thence N. 53-30 W., 174.25 feet to an iron pin on the eastern side of said Brookbend Road; thence with said Brookbend Road N. 39-51 E., 50.0 feet to an iron pin; thence continuing with said Brookbend Road N. 24-37 E., 75 feet to an iron pin, being the point of beginning.

This is the same property conveyed to the mortgagors by deed of George O'Shields Builders, Inc. recorded in the R.M.C. Office for Greenville County on March 22, 1978 in Deed Book 1075, Page 726.

This mortgage is junior in lien to that certain mortgage executed in favor of Collateral Investment Company in the original amount of \$35,600.00 dated March 20, 1978, and recorded in the R.M.C. Office for Greenville County on March 22, 1978, in Real Estate Mortgage Book 1426, Page 587.

5CTO
1 FEB 14 80 1281

STATE OF SOUTH CAROLINA
DOCUMENTARY
RECORDS
FEB 14 1980

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).

4.0001

0549

4328 RV-2