

State of South Carolina

BOOK 1500 PAGE 619

County of Greenville

Mortgage of Real Estate

THIS MORTGAGE made this 14th day of April 1980

by Herbert L. Smith

(hereinafter referred to as "Mortgagor") and given to Bankers Trust of S. C.

(hereinafter referred to as "Mortgagee") whose address is P. O. Box 608

Greenville, SC 29602

WITNESSETH

THAT WHEREAS Herbert L. Smith is indebted to Mortgagee in the maximum principal sum of ten thousand five hundred thirty four and 24/100 Dollars \$ 10,534.24 which indebtedness is evidenced by the Note of Herbert L. Smith of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is five (5) 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, any future advances and readvances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note, or by other promissory notes, and a renewals and extensions thereof, and 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 \$ 10,534.24 plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorney's fees, has granted, conveyed, 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 situate, lying and being on the southern side of Greenfield Drive in Butler Township, Greenville County, State of South Carolina, being shown and designated as Lot 18 on plat of Greenfields Subdivision recorded in the RMC Office for Greenville County in Plat Book XX at Page 103 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Greenfield Drive at the joint front corner of Lots 18 and 19, and running thence along the common line of Lots 18 and 19, S. 9-13 E. 113.0 feet to an iron pin, joint rear corner of Lots 18, 19 & 20; thence along the line of lot 20, S. 72-10 W. 100.0 feet to an iron pin on the eastern side of Greenfield Court; thence along Greenfield Court N. 17-50 W. 109.9 feet to an iron pin at the corner of the intersection and following the curvature thereof, the chord being N. 29-25 E. 34 feet to an iron pin on the southern side of Greenfield Drive; thence along Greenfield Drive N. 76-35 E. 25 feet to an iron pin; thence still with Greenfield Drive N. 89-00 E. 68.8 feet to the beginning corner.

This property was conveyed to the mortgagor herein by deed from Harold E. Thomason, Jr. dated April 14, 1980, and recorded in the RMC Office for Greenville County in Deed Volume 1123 at Page 360, April 14, 1980.

This mortgage is subordinate and junior to that certain mortgage in favor of Fidelity Federal Savings and Loan Association in the original principal amount of \$23,300.00 recorded January 21, 1976 in Mortgage Book 1358, Page 389, having a present principal balance of \$ 16,203.66, but it is understood that the mortgage referenced herein to Fidelity Federal shall be satisfied and a new mortgage placed thereon representing the balance due of \$16,203.66 noted herein as will be shown in Mortgage Book 1500 at Page 619, recorded April 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.

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