

State of South Carolina

BOOK 1524 PAGE 194

Mortgage of Real Estate

County of Greenville GREENVILLE CO. S.C.

THIS MORTGAGE made this 11th day of November, 1980

by John P. Stogner

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

(hereinafter referred to as "Mortgagee"), whose address is P. O. Box 509, 104 South Main Street, Mauldin, SC 29662

WITNESSETH:

THAT WHEREAS John P. Stogner is indebted to Mortgagee in the maximum principal sum of Twenty thousand and no/00 Dollars (\$ 20,000.00), which indebtedness is evidenced by the Note of November 11, 1980 of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is 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) (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 \$ 20,000.00, 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 lot of land, with the improvements thereon, lying, being and situated in the County of Greenville, State of South Carolina, near Mauldin, SC, and being more fully shown in accordance with plat made by C.O. Riddle dated April 4, 1969 for H.C. Shaver and being described in accordance with said plat, to-wit:

BEGINNING at an iron pin on the southern side of Miller Road, joint property with Lee Vernon Smith and running thence along Smith line S. 14-20 E. 155.6 feet to an iron pin; thence S. 79-09 W. 124 feet to an iron pin; thence N. 18-46 W. 130.7 feet to an iron pin on south side of Miller Road; thence along the south side of Miller Road, N. 68-05 E. 135.1 feet to an iron pin, being the point of Beginning.

This is the same property conveyed to the mortgagor by deed of H.C. Shaver, recorded in deed book 866 at page 650 on April 28, 1969 in the RMC Office for Greenville County.

It is understood and agreed that this mortgage is second and junior in lien to that certain mortgage held by First Federal Savings and Loan Association, recorded in mortgage book 1269 at page 610 on March 13, 1973 in the RMC Office for Greenville County in the original amount of \$34,500.00.

8 OCT 11 1980 577

DOCUMENTARY STAMP \$ 00.00

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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