

State of South Carolina

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GREENVILLE CO. S. C.  
NOV 11 2 14 PM '80

Mortgage of Real Estate

County of GREENVILLE (SPYERSLEY)

THIS MORTGAGE made this 11th day of November, 1980

by Harry P. Daugherty and Sharon L. Daugherty

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

(hereinafter referred to as "Mortgagee"), whose address is Post Office Box 608, Greenville, South Carolina, 29602.

WITNESSETH:

THAT WHEREAS, Harry P. Daugherty and Sharon L. Daugherty is indebted to Mortgagee in the maximum principal sum of FIVE THOUSAND AND TWO and 04/100--- Dollars (\$ 5,002.04), which indebtedness is evidenced by the Note of Harry P. Daugherty and Sharon L. Daugherty of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is ninety-six (96) months 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 \$ 5,002.04 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, situate, lying and being in the State of South Carolina, County of Greenville, on the eastern edge of Harness Trail, being shown and designated as Lot No. 57 on plat of HERITAGE LAKES, recorded in the RMC Office for Greenville County in Plat Book 6-H at Page 16, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern edge of Harness Trail, at the joint front corner with Lot 32, and running thence along the common line of Lots 32 and 57, S. 72-29-59 E. 193.44 feet to an iron pin; thence running S. 7-07-19 W. 95.01 feet to an iron pin at the joint rear corner with Lot 56; thence running along the common line of said lots, N. 84-56-42 W. 204.02 feet to an iron pin on the eastern edge of Harness Trail; thence along the eastern edge of Harness Trail, N. 11-28-21 E. 108.14 feet to an iron pin; thence continuing along the eastern edge of Harness Trail, N. 17-18-01 E. 30 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of W. C. Balentine, dated May 18, 1979, and recorded that same date in Greenville County Deed Book 1102 at Page 870.

This is a second mortgage, junior in lien to that mortgage from Harry P. Daugherty and Sharon L. Daugherty to First Federal Savings and Loan Association, dated May 18, 1979, and recorded that same date in Greenville County REM Volume 1467 at Page 41.

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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