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County of **GREENVILLE** OONNERS ELNKERSLEY

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ortgage	of Real E	state		

A M.C		
THIS MORTGAGE made this 6 day of	March	. 19 <u>81</u> ,
oy Michael D. Layman and Elizabeth T. Layma	n	
hereinafter referred to as "Mortgagor") and given to SOUTHE	RN BANK & TRUST CO.	
(hereinafter referred to as "Mortgagee"), whose address is	306 E. North Street	
Greenville, SC		
WITNESSETH:		

Michael D. Layman and Elizabeth T. Layman THAT WHEREAS. is indebted to Mortgagee in the maximum principal sum of NINETEEN THOUSAND FIVE HUNDRED AND NO/100 -----Dollars (S. 19,500.00), which indebtedness is evidenced by the Note of <u>Michael D. and Elizabeth T. Layman</u> 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 one (1) year

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

plus interest thereon, all indebtedness outstanding at any one time secured hereby not to exceed \$ 19,500.00 charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorney's 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 with the buildings and improvements thereon, lying and being on the easterly side of Shady Creek Court, near the City of Greenville, South Carolina, being known and designated as Lot No. 492 on plat entitled "Map 2, Section 2, Sugar Creek," as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 7-X at Page 19, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly side of Shady Creek Court, said pin being the joint front corner of Lots 491 and 492 and running thence with the common line of said lots N. 89-03-09 E., 256.95 feet to an iron pin, the joint rear corner of Lots 491 and 492; thence N. 51-24-08 W., 194.47 feet to an iron pin, the joint rear corner of Lots 493 and 494; thence with the joint line of Lots 492 and 493 S. 72-30-15 W., 125 feet to an iron pin on the easterly side of Shady Creek Court; thence with the easterly side of Shady Creek Court S. 9-13-18 E., 89.14 feet to an iron pin, the point of beginning.

This being the same property conveyed to Mortgagor herein by deed of Cothran & Darby Builders, Inc., dated February 27, 1981, and recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 1143 at Page 360.

This mortgage is junior and subordinate to that certain mortgage to Cothran & Darby Builders, Inc. dated February 27, 1981, and recorded in the R.M.C. Office for Greenville County, South Carolina in REM Book 1533 at Page 693.

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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 deemed part of the Property and included in any reference thereto);

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