

State of South Carolina

1537 181

Mortgage of Real Estate

County of GREENVILLE

RECORDED
MAR 30 1981
H.M.C. HARRISLEY

THIS MORTGAGE made this 30th day of March 19 81

by James O. Higdon and Nancy L. Higdon

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

(hereinafter referred to as "Mortgagee"), whose address is P. O. Box 287 One Greystone West, Columbia, South Carolina 29202

WITNESSETH:

THAT WHEREAS, James O. Higdon and Nancy L. Higdon is indebted to Mortgagee in the principal sum of Eleven Thousand Two Hundred Eight and 40/100 Dollars (\$ 11,208.40), which indebtedness is evidenced by the Note of James O. Higdon and Nancy L. Higdon of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is 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 \$ 11,208.40 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 County of Greenville, State of South Carolina, on the western side of East Belvedere Road, and being shown and designated as Lot No. 36 on Plat entitled SOUTH FOREST ESTATES, prepared by Pickell & Pickell, Engineers, dated August 29, 1955, recorded in the RMC Office for Greenville County, South Carolina in Plat Book "GG", at Page 181 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of East Belvedere Road at the joint front corner of Lots Nos. 35 and 36 and running thence with the common line of said lots S. 84-41 W. 125 feet to an iron pin; thence S. 5-19 E., 80 feet to an iron pin at the joint rear corner of Lots Nos. 36 and 37; thence with the common line of said Lots N. 84-41 E., 125 feet to an iron pin on the western side of East Belvedere Road; thence with said Road N. 5-19 W., 80 feet to the point of beginning.

This being the same property conveyed to the mortgagor herein by deed of LeRoy B. Sundbom as recorded in Deed Book 1042 at Page 480 on September 7, 1976.

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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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