

State of South Carolina)

BOOK 1537 PAGE 262

FILED
GREENVILLE CO. S. C.
COUNTY OF GREENVILLE)

Mortgage of Real Estate

THIS MORTGAGE made this 12th day of March, 1981

by H. SYKES DeHART and FRANCES BELLEW DeHART

(hereinafter referred to as "Mortgagor") and given to JOHN R. SANDERS, as Trustee under the "ELIZABETH LORING DeHART TRUST", the "WILLIAM PATRICK DeHART TRUST" and the "HENRY SYKES DeHART, JR. TRUST"

(hereinafter referred to as "Mortgagee"), whose address is 300 Hunting Hollow, Greenville, S. C. 29615

WITNESSETH:

THAT WHEREAS H. SYKES DeHART and FRANCES BELLEW DeHART is indebted to Mortgagee in the maximum principal sum of THIRTY THOUSAND and 00/100 Dollars (\$ 30,000.00) which indebtedness is evidenced by the Note of H. SYKES DeHART and FRANCES BELLEW DeHART of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is payable on demand

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 \$ 30,000.00, 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 piece, parcel or lot of land situate, lying and being on the southern side of Hillsborough Drive, near the City of Greenville, in the County of Greenville, State of South Carolina, being shown and described as Lot 119 on a plat entitled "Final Plat Revised, Map No. 2, Foxcroft, Section II", recorded in the R.M.C. Office for Greenville County in Plat Book 4N, pages 36 and 37, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Hillsborough Drive in the joint front corner of Lots 118 and 119 and running thence with the common line of said lots, S. 11-25 W. 172.5 feet to an iron pin at the joint rear corner of said Lots 118 and 119; thence S. 80-19 E. 128 feet to an iron pin in the joint rear corner of Lots 119 and 120; thence with the common line of said lots, N. 9-41 E. 171.4 feet to an iron pin on the southern side of Hillsborough Drive; thence with the southern side of Hillsborough Drive N. 80-19 W. 35.4 feet to an iron pin; thence continuing to the southern side of Hillsborough Drive N. 79-27 W. 87.6 feet to an iron pin, the point of beginning.

The above described property is the identical property conveyed by Henry Sykes DeHart to Frances Bellew DeHart by deed dated August 28, 1975, recorded in Book 1023 at Page 350 in the R.M.C. Office for Greenville County.

This mortgage is junior in priority to that certain note and mortgage heretofore given and granted to HENRY SYKES DeHART & FRANCES BELLEW DeHART recorded in Book 1340 at Page 146 in the R.M.C. Office for Greenville County.

APR 3 1981 375

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).

4.0001

10201

4326 RV-2