

State of South Carolina

RECORDED
GREENVILLE COUNTY S.C.
APR 6 10 20 AM '81

BOOK 1537 PAGE 277

Mortgage of Real Estate

County of GREENVILLE

REGISTERED
R.M.C. BANKERSLEY

THIS MORTGAGE made this 6th day of April, 19 81

by Daryl T. Rishforth and M. Jo Ann Rishforth

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

(hereinafter referred to as "Mortgagee"), whose address is Post Office Box 509, Greenville, South Carolina

WITNESSETH

THAT WHEREAS Daryl and Jo Ann Rishforth is indebted to Mortgagee in the maximum principal sum of Nineteen thousand and no/100* * * Dollars (\$ 19,000.00), which indebtedness is evidenced by the Note of Daryl T. Rishforth and M. Jo Ann Rishforth of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is 8 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 \$ 19,000.00 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 piece, parcel or lot of land with the buildings and improvements thereon, lying and being on the northerly side of Berrywood Court, near the City of Greenville, S. C., being known and designated as Lot No. 35 on Plat entitled "Map 7 Sugar Creek" as recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book 7-C at Page 15 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of Berrywood Court, said pin being the joint front corner of Lots 34 and 35 and running thence with the common line of said lots N. 14-13-56 W. 184.59 feet to an iron pin, the joint rear corner of Lots 34 and 35; thence N. 53-29-17 E. 127.22 feet to an iron pin, the joint rear corner of Lots 22 and 35; thence S. 38-18-12 E. 194.39 feet to an iron pin, the joint rear corner of Lots 35 and 36; thence with the common line of said Lots S. 47-33-50 W. 170.03 feet to an iron pin on the northerly side of Berrywood Court; thence with the northerly side of Berrywood Court on a curve, the chord of which is N. 73-20-03 W. 51.35 feet to an iron pin, the point of beginning.

Being the same property conveyed to the mortgagors herein by deed of Wendell G. Vander Ploeg and Lallie H. Vander Ploeg dated March 19, 1981 and recorded in the R.M.C. Office for Greenville County in Deed Book 1145 at Page 700.

The lien of the within mortgage is second and subsequent to the lien of that certain mortgage given by the mortgagors herein to Greer Federal Savings and Loan Association dated April 6, 1981, in the original principal amount of \$ 45,000.00, and recorded in the R.M.C. Office for Greenville County in Mortgage Book 1476 at Page 162

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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