

State of South Carolina

Mortgage of Real Estate

County of Greenville

RECORDED
30. S. C.
301 FH '82
RSLEY

THIS MORTGAGE made this 26th day of January 19 82

by WALTER C. WORSHAM AND CAROLYN W. WORSHAM

(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, WALTER C. WORSHAM AND CAROLYN W. WORSHAM is indebted to Mortgagee in the maximum principal sum of Forty Thousand and No/100---- Dollars (\$ 40,000.00), which indebtedness is evidenced by the Note of WALTER C. WORSHAM AND CAROLYN W. WORSHAM of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is eighty-four (84) 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 \$ 40,000.00 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 at the Northerly intersection of Silver Pine Court and Silver Creek Road, near the City of Greenville, South Carolina, being known and designated as Lot No. 319 on Plat entitled "Map No. 1, Section I, Sugar Creek", as recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 5-D at Page 18, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northeasterly side of Silver Creek Road, said pin being the joint front corner of Lots Nos. 319 and 320, and running thence with the common line of said Lots N. 26-59-00 E. 150 feet to an iron pin, the joint rear corner of Lots Nos. 319 and 320; thence S. 63-01-00 E. 145 feet to an iron pin on the Northwesterly side of Silver Pine Court; thence with the Northwesterly side of Silver Pine Court S. 29-23-06 W. 26.31 feet to an iron pin; thence continuing with said Court S. 28-56-44 W. 99.30 feet to an iron pin at the intersection of Silver Creek Road and Silver Pine Court; thence with said intersection S. 73-30-28 W. 35.63 feet to an iron pin on the North-easterly side of Silver Creek Road; thence with the Northeasterly side of Silver Creek Road N. 62-45-28 W. 11.5 feet to an iron pin; thence continuing with said Road N. 63-01-00 W. 103.14 feet to an iron pin, the point of beginning.

This is the identical property conveyed to the Mortgagors herein by Cothran & Darby Builders, Inc. by deed recorded May 1, 1975, in the R.M.C. Office for Greenville County in Deed Book 1017 at Page 577.

This is a second mortgage and is junior in lien to that mortgage executed unto Fidelity Federal Savings and Loan Association (now known as American Federal Savings and Loan Association) dated and recorded May 1, 1975, in the R.M.C. Office for Greenville County in Mortgage Book 1338 at Page 124, in the original amount of \$59,000.00.

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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