

State of South Carolina

REC'D S.C.

1572-285

JUN 1982

Mortgage of Real Estate

County of GREENVILLE

SLEY

THIS MORTGAGE made this 4th day of June, 1982

by BILL M. HARVEY and LAUREL T. WILLIMON HARVEY

(hereinafter referred to as "Mortgagor") and given to BANKERS TRUST

(hereinafter referred to as "Mortgagee"), whose address is P. O. Box 608, Greenville, South Carolina 29602

WITNESSETH:

THAT WHEREAS, BILL M. HARVEY and LAUREL T. WILLIMON HARVEY is indebted to Mortgagee in the maximum principal sum of Seventeen Thousand and no/100ths Dollars (\$ 17,000.00), which indebtedness is evidenced by the Note of June 4, 1982 of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is June 1, 1989 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 \$ 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 lot of land in the County of Greenville, South Carolina, known and designated as Lot 28 on plat of Section 2, Sunset Heights Subdivision recorded in the R. M. C. Office for Greenville County, S. C. in Plat Book RR at page 85 and having according to said plat and a recent survey made by R. B. Bruce, Engineer, January 27, 1964, the following metes and bounds, courses and distances, to-wit:

BEGINNING at an iron pin on the eastern side of Vesper Circle, the joint corner of Lots Nos. 43 and 28; thence with the eastern side of said street, N. 14-38 E. 109.2 feet to a point; thence continuing N. 23-30 E. 70 feet to an iron pin, the joint front corner of Lots Nos. 28 and 29; thence with the joint line of said lots, S. 62-07 E. 206.6 feet to an iron pin in the rear line of Lot 41; thence with the rear line of Lots Nos. 41 and 42, S. 65-12 W. 182.4 feet to an iron pin, rear corner of Lot No. 43; thence with the line of said lot, N. 87-36 W. 71.9 feet to the beginning corner.

This being the same property conveyed to the Mortgagor Laurel Willimon Harvey herein by deed of R. C. Willimon, Jr., dated December 2, 1966 and recorded February 6, 1967 in the R. M. C. Office for Greenville County in Deed Book 813 at Page 286.

This mortgage is subordinate to and secondary to a mortgage given by R.C. Willimon, Jr., dated February 14, 1964, and recorded in the R.M.C. Office for Greenville County in mortgage book 742 at page 246 in the principal amount of \$13,000.00.

RECORDED IN THE R.M.C. OFFICE FOR GREENVILLE COUNTY, S.C. ON JUNE 1, 1982

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).

RECORDED

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