

State of South Carolina

County of GREENVILLE

FILED
GREENVILLE CO. S. C.
MAR 4 1 53 PM '83
DONNIE S. TANKERSLEY
R.M.C.

BOOK 1596 PAGE 705

Mortgage of Real Estate



THIS MORTGAGE made this 28th day of February, 1983

by Barbara T. Hamby, now Barbara T. Fowler

(hereinafter referred to as "Mortgagor") and given to **SOUTHERN BANK & TRUST CO.**

(hereinafter referred to as "Mortgagee"), whose address is P. O. Box 1329, Greenville, South Carolina 29602

WITNESSETH:

THAT WHEREAS Barbara T. Hamby, now Barbara T. Fowler
is indebted to Mortgagee in the maximum principal sum of Twenty-Seven Thousand and No/100
Dollars (\$ 27,000.00), Which indebtedness is
evidenced by the Note of Barbara T. Hamby, now Barbara T. Fowler of even
date herewith, said principal (plus interest thereon) being payable as provided for in said Note, (the final maturity of 2/28/84
which is 365 after the date hereof) the terms of said Note and any agreement modifying it
are incorporated herein by reference.

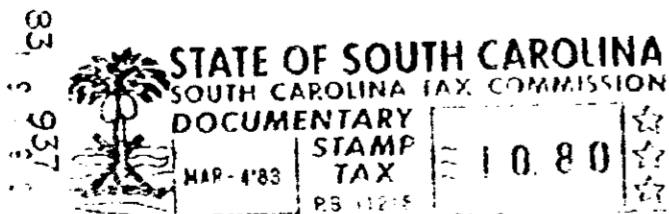
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate 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 \$ -0-, plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorney's 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 unit situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Unit A, Building No. 20 (Twenty), of Sugar Creek Villas Horizontal Property Regime, as is more fully described in Declaration (Master Deed) dated September 15, 1980, and recorded in the RMC Office for Greenville County, S. C., on September 15, 1980, in Deed Book 1133, at Pages 365 through 436, inclusive, and survey and plot plan recorded in the RMC Office for Greenville County in Plat Book 7-X at Page 40, as amended by First Amendment to Declaration (Master Deed) of Sugar Creek Villas Horizontal Property Regime dated February 25, 1981, and recorded in the RMC Office for Greenville County on February 26, 1981, in Deed Book 1143, at Pages 305 through 319, inclusive. (Amended plat is recorded in Plat Book 7-X, at Page 79).

THIS is the same property as that conveyed to the Mortgagor herein by deed from Cothran & Darby Builders, Inc. recorded in the RMC Office for Greenville County in Deed Book 1166 at Page 249 on April 30, 1982.

THIS is a second mortgage lien subject to that certain first mortgage to August Kohn and Company, Inc. recorded in the RMC Office for Greenville County in Mortgage Book 1569 at Page 139 on April 30, 1982 in the original amount of \$30,000.00; said mortgage was assigned to MGIC Mortgage Marketing Corporation by assignment recorded in said RMC Office in Mortgage Book 1587 at Page 171 on November 29, 1982 and assigned to Bankers Trust of South Carolina, as Trustee by assignment recorded in said RMC Office in Mortgage Book 1587 at Page 172 on November 29, 1982.

THE mailing address of the Mortgagee herein is P. O. Box 1329, Greenville, S. C. 29602.



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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