

State of South Carolina

Mortgage of Real Estate

County of GREENVILLE

GREENVILLE
JUN 23 1983
RECORDED

1512 733

THIS MORTGAGE is dated June 15, 1983

THE "MORTGAGOR" referred to in this Mortgage is Eugene K. Spaar and Beverly Ann M. Spaar

THE "MORTGAGEE" is BANKERS TRUST OF SOUTH CAROLINA, whose address is
Post Office Box 8, Simpsonville, South Carolina 29681

THE "NOTE" is a note from Eugene K. Spaar and Beverly Ann M. Spaar

to Mortgagee in the amount of \$ 9,000.00, dated June 15, 1983. The Note and any documents renewing, extending or modifying it and any notes evidencing future advances are all referred to as the "Note" and are considered to be a part of this Mortgage. The final maturity of the Note is June 15, 1990. The amount of debt secured by this Mortgage, including the outstanding amount of the Note and all Future Advances under paragraph 13 below, shall at no time exceed \$ 9,000.00, plus interest, attorneys' fees, and court costs incurred in collection of amounts due hereunder, and Expenditures by Mortgagee under paragraph 5 below. Interest under the Note will be deferred, accrued or capitalized, but Mortgagee shall not be required to defer, accrue or capitalize any interest except as provided in the Note.

THIS MORTGAGE is given to secure to Mortgagee the repayment of the following amounts, with interest: (a) the indebtedness evidenced by the Note; (b) any Future Advances made under paragraph 13 below; (c) Expenditures by Mortgagee under paragraph 5 below; and (d) attorneys' fees, court costs and other amounts which may be due under the Note and this Mortgage. In consideration of the above indebtedness and for other valuable consideration which Mortgagor acknowledges receiving, Mortgagor does hereby mortgage, grant and convey to Mortgagee, its successors and assigns, the following described property:

ALL that certain piece, parcel or lot of land in Greenville County, State of South Carolina, in the Town of Simpsonville, being known and designated as Lot No. 126 on Plat of Sheet 1 WESTWOOD, Section II, recorded in Plat Book 4-F at pages 44 and 45 and having according to a recent survey of property of Eugene K. Spaar and Beverly Ann M. Spaar, dated November 7, 1977, prepared by Carolina Surveying Company, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the westerly edge of Sharondale Lane at the joint front corner of Lots Nos. 126 and 127, and running thence along the joint line of said lots, N. 82-42 W., 150 feet to an iron pin; thence N. 7-18 E., 80 feet to an iron pin at the joint rear corner of lots Nos. 125 and 126; thence with the joint line of said lots S. 82-42 E., 150 feet to an iron pin on the westerly side of Sharondale Lane; thence with the westerly side of Sharondale Lane S. 7-18 W., 80 feet to the beginning corner.

This being the same property conveyed to the Mortgagors herein by deed of Raymond E. and Glenda L. Fowler November 9, 1977, recorded November 10, 1977 in Deed Volume 1068 at page 249 in the RMC Office for Greenville County, South Carolina.

This mortgage is second and junior in lien to that mortgage given to NCNB Mortgage South, Inc. (NOW Bankers Mortgage corporation) in the original amount of \$25,850.00, recorded in the RMC Office for Greenville County, South Carolina November 10, 1977 in Mortgage Book 1415 at page 449, re-recorded December 7, 1977 in Mortgage Book 1417 at page 985.

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
TAX \$ 03.60

3520

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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