and: 1549 and 446

Mortgage of Real Estate

County of Greenville

Aug 10 3 50 PH '81

by John C. Shelley Jr. and Anne C. Shelley

(hereinafter referred to as "Mortgagor") and given to Bankers Trust of S. C.

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

WITNESSETH:

is indebted to Mortgagee in the maximum principal sum of Thirty Thousand Dollars and 00/100--
Dollars (\$ 30,000.00), which indebtedness is evidenced by the Note of John C. Shelley, Jr. & Anne C. Shelley of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is ___8/9/89 _______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

\$ 30,000.00 ______, 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 northeasterly side of Tulane Avenue, near the City of Greenville, South Carolina, and being designated as Lots numbered 2 and 3 on plat of College Park, as recorded in the RMC Office in Plat Book QQ, Page 101, having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeasterly side of Tulane Avenue joint front corner of Lots 3 and 4 and running thence along the common line of said Lots N. 48-14 E. 211.8 feet to an iron pin; thence N. 38-18 W. 124.3 feet to an iron pin; thence N. 39-20 W. 190.7 feet to an iron pin, joint rear corner of Lots 1 and 2; thence S. 28-59 W. 245 feet to an iron pin on Tulane Avenue; thence along Tulane Avenue S. 47-30 E. 110 feet to an iron pin; thence continuing along said Avenue S. 39-25 E. 125 feet to an iron pin, the point of BEGINNING.

This is the same property conveyed to the Mortgagors herein by deed of Taylor C. Smith and Ellen S. Smith recorded on August 14, 1980, in Deed Book 1131, Page 166.

This mortgage is junior and subordinate to that certain mortgage given by James Russell Gore to Central Realty Corp. (which was assigned to Life and Casualty Insurance Company of Tennessee) recorded on November 8, 1963, in Mortgage Book 940, Page 109, in the RMC Office for Greenville County, South Carolina, said mortgage being in the face amount of \$21,500.00.



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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