19.84

State of South Carolina

FILED) GREENVILLE CO. S.C.

Mortgage of Real Estate



County of GREENVILLE

DEC 17 2 52 PH '84

DONNIE S. TANKERSLEY

THIS MORTGAGE made this /314 dayle. December

J. M. FLEMING, LILLIAN FLEMING and LILA MAE BROCK

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

(hereinafter referred to as "Mortgagee"), whose address is One Shelter Center, P. O. Box 1329,

Greenville, SC 29602

WITNESSETH:

THAT WHEREAS. J. M. FLEMING, LILLIAN FLEMING and LILA MAE BROCK

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 \$\,\frac{3500.00-----}{.000-----}, 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 piece, parcel or lot of land situate, being in the City of Greenville, Greenville County, South Carolina, at the northeastern corner of the intersection of Asbury Avenue and Lloyd Street and having the following metes and bounds to-wit:

BEGINNING at an iron pin on the northeast corner of the intersection of Asbury Avenue (formerly John Street) and Lloyd Street and running thence along the northern side of Asbury Avenue S. 50 E. 85 feet to an iron pin; thence N. 40 E. 133 feet and 7½ inches to an iron pin; thence N. 50½ W. 85 feet to an iron pin on the eastern side of Lloyd Street; thence along the eastern side of Lloyd Street S. 40.W. 133 feet and 5 inches to beginning corner.

This is the same property conveyed to mortgagor Lillian Brock Fleming by deed of Lillian K. Brock to Lila Mae Brock dated January 28, 1980 and recorded in the RMC Office for Greenville County on January 30, 1980 in Deed Book 1119, page 741.

ALSO:

ALL that piece, parcel or lot of land in the City of Greenville, Greenville County, South Carolina, known and designated as follows:

BBGINNING at a stake on the southwest side of Asbury Avenue (formerly John Street) approximately 132 feet from the corner of Asbury Avenue and Lloyd Street and running thence along said street, N. 50 W. 55 feet; thence S. 40 W. 165 feet; thence S. 50 E. 55 feet; thence N. 40 E. 165 feet to the beginning point.

This is the same property conveyed to the mortgagors, J. M. Fleming and Lillian Fleming, by deed of W. W. Wilkins dated June 29, 1984 and recorded in the RMC Office for Greenville County on July 11, 1984 in Deed Book 1216, page 835.

This mortgage is junior in lien to the mortgage in favor of American Federal Bank, FSB in the original amount of \$23,000.00, dated June 29, 1984 and recorded in the RVC Office for Greenville County, South Carolina on July 11, 1984 in Book 1672, page 89.

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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