

State of South Carolina

1418 421659

Mortgage of Real Estate

County of Greenville

THIS MORTGAGE made this 15th day of December 19 77

by JAMES G. WATERS and CATHY WATERS

(hereinafter referred to as "Mortgagor") and given to BANKERS TRUST OF SOUTH CAROLINA, N.A.

(hereinafter referred to as "Mortgagee"), whose address is P. O. Box 698, Greenville, South Carolina 29602

WITNESSETH

THAT WHEREAS JAMES G. WATERS and CATHY WATERS is indebted to Mortgagee in the maximum principal sum of Seven Thousand Five Hundred Twenty-two and 19/100ths Dollars \$ 7,522.19, which indebtedness is evidenced by the Note of JAMES G. WATERS and CATHY WATERS of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is December 27, 1982 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) 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 in 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 \$ 7,522.19 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 piece, parcel or lot of land, with all buildings and improvements thereon, situate, lying and being on the southwestern side of Roper Mountain Road, in Greenville County, South Carolina, containing 4.29 acres, as shown on a plat of PROPERTY OF JOHN F. DAY, prepared by C. O. Riddle, R.L.S., and having according to a plat thereof prepared by Carolina Surveying Company, dated June 9, 1976, recorded in Plat Book 5-U at page 29 in the RMC Office for Greenville County, South Carolina, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center line of Roper Mountain Road, said iron pin being located 259 feet, more or less, west from the intersection of Roper Mountain Road with the Moore Road, and running thence S. 36-26 W., 1025.6 feet to a point in the center line of a creek; thence down the center line of said creek, N. 42-43 W., 199.4 feet to an iron pin in the center line of said creek; thence N. 36-54 E., 922.1 feet to an iron pin in the center line of Roper Mountain Road; thence with the center line of Roper Mountain Road, S. 72-51 E., 200 feet to an iron pin, the point of beginning.

The above property is the same property conveyed to the Mortgagors by deed of Roger Charles Trojahn, recorded September 16, 1977 in Deed Book 1064 at page 970.

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