

State of South Carolina

Mortgage of Real Estate

County of GREENVILLE
Post Office Box 608
Greenville, S. C. 29602

THIS MORTGAGE made this 21st day of December, 1978.

by Sherra M. Foy

(hereinafter referred to as "Mortgagor") and given to Bankers Trust of South Carolina

(hereinafter referred to as "Mortgagee"), whose address is Post Office Box 608, Greenville, S. C.

WITNESSETH:

THAT WHEREAS, Thomas P. Foy and Sherra M. Foy is indebted to Mortgagee in the maximum principal sum of Twelve Thousand and No/100ths Dollars (\$ 12,000.00), which indebtedness is evidenced by the Note of Thomas P. Foy and Sherra M. Foy of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is July 1, 1979 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 \$ 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:

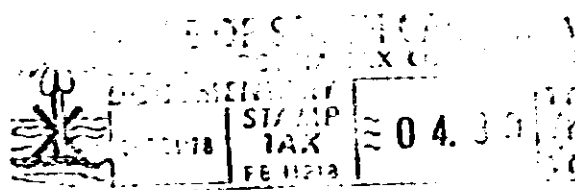
ALL that piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 116 on a plat entitled "Estate of D. T. Smith", recorded in the R.M.C. Office for Greenville County, in Plat Book H, Page 279, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron on the northwestern side of East Tallulah Drive, joint front corner of Lots 115 and 116, thence with the joint line of said lots N. 25-20 W. 244.2 feet to an iron pin in the line of Lot No. 113; thence N. 64-40 E. 5 feet to an iron pin; thence N. 65-26 E. 95 feet to an iron pin at the joint rear corner of Lots Nos. 116 and 117; thence with the joint line of said lots, S. 25-20 E. 242.8 feet to an iron pin on the northwestern side of East Tallulah Drive; thence with the northwestern side of East Tallulah Drive, S. 64-40 W. 100 feet to the beginning corner.

Said lot or parcel of land is subject to restrictions, easements and rights of way, of record, as may affect to the above described property.

The lien of the within mortgage is second and subsequent to the lien of that mortgage given by Sherra M. Foy (formerly Sherra M. Duke) to South Carolina Federal Savings and Loan Association dated August 9, 1978 in the original amount of \$48,000.00, recorded in the R.M.C. Office for Greenville County, South Carolina in Mortgage Book 1440 at Page 872.

This is the identical property conveyed to Sherra M. Foy by deed of William J. Duke dated October 14, 1975 and recorded in the R.M.C. Office for Greenville County in Deed Book 1025 at Page 854 on October 15, 1975.



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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 of the same being deemed part of the Property and included in any reference thereto).

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