

State of South Carolina

1500 55
Mortgage of Real Estate



County of GREENVILLE

GR... FILED
CO. S. C.

THIS MORTGAGE made this 17th day of March, 1982

by JIMMY NICK COMO and MARIA J. COMO

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

(hereinafter referred to as "Mortgagee"), whose address is Post Office Box 1329, Greenville, South Carolina 29602

WITNESSETH:

THAT WHEREAS, Jimmy Nick Como and Maria J. Como is indebted to Mortgagee in the maximum principal sum of Forty-Five Thousand and No/100 Dollars (\$ 45,000.00), which indebtedness is evidenced by the Note of Jimmy Nick Como and Maria J. Como of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is Forty-Eight (48) months 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 \$ 45,000.00 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 certain piece, parcel or lot of land, situate, lying and being on the southern side of Rushden Drive, in the County of Greenville, State of South Carolina, being shown and designated as Lot 95 on plat entitled Kingsgate by Piedmont Engineers and Architects, recorded in the RMC Office for Greenville County in Plat Book WW at Pages 44 and 45, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the southern side of Rushden Drive and the joint front corner of Lots 95 and 96 and running thence along Rushden Drive N. 66-25E. 125.6 feet to a point at the intersection of Rushden Drive and Lambourn Way; thence continuing in an arc at said intersection the chord of which is S. 65-05 E. 33.1 feet to a point; thence continuing along Lambourn Way S. 16-35 E. 126.0 feet to a point; thence S. 66-25W. 132.4 feet to a point; thence N. 23-35 W. 150.0 feet to the point of beginning.

Derivation: Lawrence G. Burdick and Nancy N. Burdick, Deed Book 986, Page 348, recorded October 18, 1973.

This mortgage is subordinate and junior to that mortgage given to First Federal Savings & Loan Association dated June 30, 1978 and recorded July 5, 1978 in the RMC Office for Greenville County, South Carolina in Mortgage Book 1437 at page 205 in the original amount of \$60,500.00.

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STATE OF SOUTH CAROLINA
DOCUMENTARY STAMP
PARTICULAR TAX
18 00

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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 (all of the same being deemed part of the Property and included in any reference thereto):

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