

State of South Carolina

GREENVILLE CO. S. C.

Mortgage of Real Estate



County of GREENVILLE

OCT 6 11 27 AM '82

THIS MORTGAGE made this 4th day of OCTOBER, 1982

DONNIE S. TANKERSLEY

by Lou R. Modder and Ruthe J. Modder

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

(hereinafter referred to as "Mortgagee"), whose address is 306 E. North Street, Greenville, SC

WITNESSETH:

THAT WHEREAS, Lou R. Modder and Ruthe J. Modder is indebted to Mortgagee in the maximum principal sum of Twenty Thousand and No/100ths Dollars (\$ 20,000.00 ), Which indebtedness is evidenced by the Note of Lou R. Modder and Ruthe J. Modder of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note, (the final maturity of which is 12 months after the date hereof) the terms of said Note and any agreement modifying it are incorporated herein by reference.

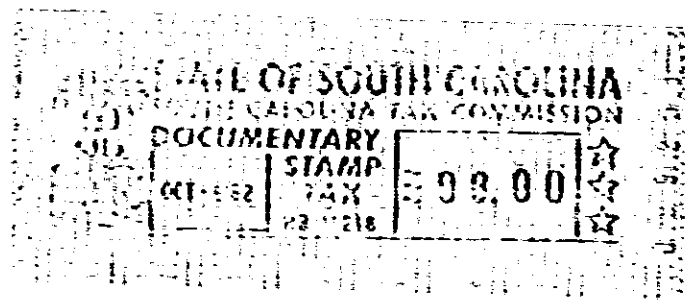
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate 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 \$ 20,000.00, 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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 14 on plat of Section One, Brookside Subdivision, recorded in the RMC Office for Greenville County, S. C. in Plat Book 4-R at Page 56 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwest side of Adams Mill Road, the joint front corner of Lots 13 and 14; thence with the joint line of said lots S. 71-33 W. 160 feet to an iron pin; thence turning N. 18-27 W. 38 feet to an iron pin; thence N. 43-30 W. 68.44 feet to an iron pin joint rear corner of Lots 14 and 15; thence with the joint line of said lots N. 71-33 E. 189 feet to an iron pin on the southwest side of Adams Mill Road; thence with the southwest side of said road S. 18-27 E. 100 feet to the point of beginning.

This is the identical property conveyed to the mortgagors herein by deed of Herbert V. Dutt and Carole L. Dutt dated April 23, 1975, and recorded in the RMC Office for Greenville County in Deed Book 1017 at Page 554.

It is understood that this mortgage is junior to the lien of that certain mortgage given by the mortgagors herein to Saluda Valley Savings and Loan Association dated April 30, 1975, and recorded in the RMC Office for Greenville County in Mortgage Book 1338 at Page 52.



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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);