

State of South Carolina

1442 937

Mortgage of Real Estate

County of GREENVILLE

THIS MORTGAGE made this 28th day of August 1978

by Sallye Smith

(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, South Carolina, 29602

WITNESSETH:

THAT WHEREAS, Sallye Smith is indebted to Mortgagee in the maximum principal sum of Nine Thousand Two Hundred Dollars (\$9,200.00), which indebtedness is evidenced by the Note of R. Marshall Smith, Jr. and Sallye Smith, of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is 5 years 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 \$9,200.00 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:

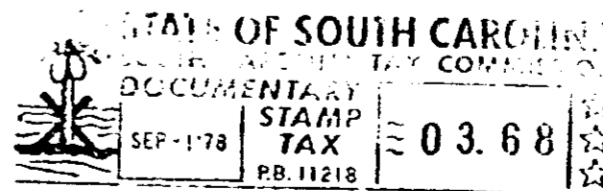
All that piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina, being shown and designated as Lot No. 6 of Addition to Westcliffe Subdivision, Section II, plat of which is recorded in the RMC Office for Greenville County in Plat Book 4F at Page 32, and according to said plat, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly side of Saluda Lake Road at the joint front corner of Lots 5 and 6 and running thence with the common line of said lots S 59-41 E 174.3 feet to an iron pin; thence S 36-13 W 99.6 feet to an iron pin; thence S 76-58 W 152.2 feet to an iron pin on Saluda Lake Road; thence with Saluda Lake Road 6-45 E 62.7 feet to an iron pin; thence N 11-01 E 50 feet to an iron pin; thence N 20-33 E 65 feet to an iron pin; thence N 29-07 E 35 feet to the point of beginning.

This is the same property conveyed to mortgagor herein and R. Marshall Smith, Jr. and deed of Beattie Huff Builders, Inc. dated March 16, 1973 and recorded in the RMC Office for Greenville County in Deed Book 970 at Page 287. The said R. Marshall Smith, Jr. deeded his one-half interest to the mortgagor herein by deed recorded June 23, 1978 in Deed Book 1081 at Page 852.

This mortgage is junior in lien to that certain real estate mortgage to First Federal Savings & Loan Association in the original amount of \$35,000.00 recorded in Volume 1283 of Real Estate Mortgages at Page 164.

CCITC  
SEP-1-78 044



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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