

State of South Carolina

FILED GREENVILLE CO. S.C.

Mortgage of Real Estate

County of GREENVILLE

SEP 27 3 33 PM '78

THIS MORTGAGE made this 21st day of September, 1978

by Everette E. Kirby and Shirley L. Kirby

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

(hereinafter referred to as "Mortgagee"), whose address is P.O. Box 608, Greenville, South Carolina 29602

WITNESSETH:

THAT WHEREAS, Everette E. Kirby and Shirley L. Kirby is indebted to Mortgagee in the maximum principal sum of Eight Thousand Nine Hundred Forty-Nine and 78/100 Dollars (\$ 8,949.78), which indebtedness is evidenced by the Note of Everette E. Kirby and Shirley L. Kirby 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-Two (42) 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 \$ 8,949.78, 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 lot of land in the County of Greenville, State of South Carolina in Austin Township, within the corporate limits of the Town of Mauldin, being known and designated as Lot 72 of a subdivision known as Glendale II, plat of which is of record in the R.M.C. Office for Greenville County in Plat Book 000 at Page 55 and having the following metes and bounds, to-wit:

BEGINNING at a point on the Northwestern side of Parsons Avenue at the corner of Lots 71 and 72 and running thence with the Northwestern side of Parsons Avenue South Fifty-two degrees Fifty-six minutes West Forty-three feet to a point; thence continuing with the Northwestern side of Parsons Avenue South Forty-nine degrees Fifty-two minutes West Fifty-two and Five-tenths feet to a point at the joint front corner of Lots 72 and 73 thence North Forty degrees Eight minutes West, One Hundred Sixty-eight and Nine-tenths feet to a point at the joint rear corner of Lots 72 and 73; thence North Fifty-eight degrees Five minutes East, One Hundred Fifteen and Two-tenths feet to a point at the joint rear corner of Lots 71 and 72; thence South Thirty-three degrees Thirteen minutes East, One Hundred Fifty-five and Seven-tenths feet to a point on the Northwestern side of Parsons Avenue at the point of beginning.

THIS is the same property conveyed to the mortgagors herein by deed of James G. Schmidt, Fred B. Fromhold, H. James Sheetz, John M. Schubert and Morton D. Bohn, Jr., Trustees under Declaration of Trust dated April 15, 1970 and recorded in the R.M.C. Office for Greenville County, S.C. in Deed Book 1024 at Page 281.

THIS IS A SECOND MORTGAGE

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP TAX
\$ 03.50
FEB 11 2 1978

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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