

State of South Carolina

FILED
GREENVILLE CO. S. C.

BOOK 1448 PAGE 464

Oct 27 2 22 PM '78 Mortgage of Real Estate

County of GREENVILLE

DAVID S. TANKERSLEY
R.M.C.

THIS MORTGAGE made this 27th day of October, 1978

by NICHOLAS V. RIVALDO, JR. and ANNETTE L. RIVALDO

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

(hereinafter referred to as "Mortgagee"), whose address is Lot 24 Meadowlark Lane, Whippoorwill, Greenville, S. C.

WITNESSETH:

THAT WHEREAS Nicholas V. Rivaldo, Jr. and Annette L. Rivaldo is indebted to Mortgagee in the maximum principal sum of Twenty-Nine Thousand Five Hundred and no/100ths Dollars (\$ 29,500.00), which indebtedness is evidenced by the Note of October 27, 1978 of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is 90 days 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 \$ 29,500.00 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 certain piece, parcel or lot of land with the buildings and improvements thereon, lying and being in County and State aforesaid on Meadowlark Lane, and being shown as all of Lot 24 on plat entitled "Whippoorwill, Section 4-W" prepared by Enwright Associates, Engineers, July 18, 1972, recorded in the R. M. C. Office, for Greenville, County, South Carolina, in Plat Book 4R, page 26, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northwest side of the terminus circle of Meadowlark Lane, joint corner Lots W-23 and W24; thence N. 51-35 W. 170 feet to an iron pin; thence N. 02-26 W. 213.8 feet to an iron pin; thence N. 79-00 E. 95 feet to an iron pin; thence S. 26-35 E. 369.5 feet to an iron pin; thence S. 63-25 feet to an iron pin on the turn-around terminus circle; thence along a curving course 46.1 feet (the chord of which is N. 55-20 W) to an iron pin on the edge of said street; thence still along a curving course 48.1 feet (the chord of which is S. 67-10 W. to an iron pin, the point of beginning.

The within conveyance is subject to such restrictions, setback lines, zoning ordinances, utility easements and rights of way, if any, as may affect the above described property.

This is the identical property conveyed to the mortgagors herein by deed of Hugh W. Lindsay, JR. and Dorothy L. Lindsay recorded in the R. M. C. Office for Greenville County, South Carolina, on October 27, 1978 in Deed Book 1090 page 654.

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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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