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State of South Carolina (GREENVILLE CO. S. C.)

BOOK 1449 PAGE 159

Mortgage of Real Estate

County of GREENVILLE Nov 2 2 53 PM '78

RECORDED BY
DANNIE S. TANKERSLEY
R.M.C.

THIS MORTGAGE made this 1st day of November, 1978

by Lester Toney Jones and Margaret Cutts Jones

(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

WITNESSETH:

THAT WHEREAS, Lester Toney Jones and Margaret Cutts Jones is indebted to Mortgagee in the maximum principal sum of Five Thousand and No/100 Dollars (\$ 5,000.00), which indebtedness is evidenced by the Note of Lester Toney Jones and Margaret Cutts Jones of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is Three (3) 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 \$ 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 all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville on the eastern side of Capers Street in the City of Greenville, County of Greenville, being the major portion of Lot 75 as shown on plat of Crescent Terrace, recorded in the R.M.C. Office for Greenville County in Plat Book E at Page 137 and also being shown as Lot No. 3 on plat of Property of Thomas J. Ligon, Sr., made by J. Mac Richardson, dated June, 1948, which lot has, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint corner of Lots Nos. 75 and 74 as shown on plat of Crescent Terrace, said point being the southwestern corner of property now or formerly of Thomas J. Ligon, Sr. and running thence along the eastern side of Capers Street N. 5-41 W., 61.7 feet to an iron pin at the corner of other property now or formerly belonging to Thomas J. Ligon; thence, with the line of said property N. 84-34 E., 243.4 feet to an iron pin; thence S. 2-08 E., 60.8 feet to an iron pin; thence S. 84-19 W., 239.6 feet to the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Dora E. Cook recorded in the R.M.C. Office for Greenville County in Deed Book 998 at Page 265 on the 3rd day of May, 1974.

This is a second mortgage, junior in priority to that certain mortgage given unto Fidelity Federal Savings & Loan Association recorded in the R.M.C. Office for Greenville County in R.M.C. Book 1381 at Page 302.

NO 278 1130

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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