

X State of South Carolina

FILED
GREENVILLE CO. S. C.
MAY 21 10 10 AM '79
DONNIE S. TANKERSLEY
R.M.C.

VOL 1407 PAGE 32

Mortgage of Real Estate

County of Greenville

THIS MORTGAGE made this 17th day of May, 19 79

by J. Billy Smith

(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, SC 29602

WITNESSETH:

THAT WHEREAS, J. Billy Smith is indebted to Mortgagee in the maximum principal sum of Nine Thousand Three Hundred Seventy-three and 92/100 Dollars (\$ 9,373.92), which indebtedness is evidenced by the Note of J. Billy 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 four (4) 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 piece, parcel or lot of land with buildings and improvements thereon situate, lying and being in Greenville County, South Carolina and being shown as Lot No. 19 on a plat of Shamrock Acres, recorded in the R.M.C. Office for Greenville County in Plat Book YY, Page 43, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly side of Shamrock Circle at the joint front corner of Lots 18 & 19 and running thence with the common line of said lots S. 8-42 W. 157 feet to an iron pin; thence N. 81-33 W. 90.2 feet to an iron pin; thence N. 10-10 E. 159.1 feet to an iron pin on the southerly side of Shamrock Circle; thence with said Circle S. 79-58 E. 10.3 feet to an iron pin; thence continuing with said Circle S. 81-18 E. 75 feet to the point of beginning.

This mortgage is junior and subordinate to that certain mortgage given to Professional Mortgage Co. on June 19, 1963 and recorded in the R.M.C. Office for Greenville County in Mortgage Book 911 at page 571, and having a current balance of \$4,920.61.

For deed into mortgagor see deed from J. Frank Williams to J. Billy Smith dated January 17, 1963 and recorded January 19, 1963 in the R.M.C. Office for Greenville County in Deed Book 715 at page 01.

Mortgagee's address is P.O. Box 608, Greenville, SC 29602

407

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX
\$ 93.78
PP. 1-213

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 of the same being deemed part of the Property and included in any reference thereto).

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