County of

Greenville Tan ERSLEY

v. 14/4 a.: 043

## Mortgage of Real Estate

THIS MORTGAGE made this 19th day of J	uly 19 79
by James F. Eyerm	an
(hereinafter referred to as "Mortgagor") and given to	
(hereinafter referred to as "Mortgagee"), whose address is_	P. O. Box 608
	Greenville, S.C. 29602
WITNESSETH:	
THAT WHEREAS. James P. Eyern	an
is indebted to Mortgagee in the maximum principal sum ofPOT	ty-one inousand Eight hundled
and no/100 Dollars	s (5.41,800.00), which indebtedness is

evidenced by the Note of James P. Eyerman of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is 180 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

direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed \$\frac{41,800.00}{9}\$ 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, situate, lying and being on the easterly side of Red Fox Trail, near the City of Greenville, South Carolina, being shown and designated as Lot 13 on a Plat entitled "Final Plat Revised, Map NO. 1, FOXCROFT, Section II" recorded in the RMC Office for Greenville County in Plat Book 4-N, at Pages 36 and 37, and having, according to said Plat, the following metes and bounds:

BEGINNING at an iron pin on the easterly side of Red Pox Trail, said pin being the joint front corner of Lots 13 and 14, and running thence with the common line of said Lots, N 74-15 E, 152.2 feet to an iron pin, joint rear corner of Lots 13 and 14: turning and running tehnce S 16-22 E, 135.4 feet to an iron pin, joint rear corner of Lots 12 and 13; thence with the common line of said Lots, S 76-14 W, 159.1 feet to an iron pin, joint front corner of Lots 12 and 13 on the easterly side of Red Fox Trail; thence with the said Red Fox Trail, N 12-57 W, 65 feet to an iron pin; thence continuing with the easterly side of Red Fox Trail, N 13-55 W, 65 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Michael L. Fass and Diane Fass, dated July 24, 1979, to be recorded simultaneously herewith.

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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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