

State of South Carolina

County of GREENVILLE

FILED
S. C. 1979
AUG 13 1979
MORTGAGE DEPARTMENT
GREENVILLE

Mortgage of Real Estate

VOL 1476 PAGE 228
1476-233

THIS MORTGAGE made this 6th day of August 1979

by Benjamin S. Brooks

(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 Benjamin S. Brooks is indebted to Mortgagee in the maximum principal sum of Eight Thousand Nine Hundred and no/100----- Dollars (\$8,900.00), which indebtedness is evidenced by the Note of August 6, 1979 of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is August 13, 1987, 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 \$ 8,900.00 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 all improvements thereon, situate, lying, and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 73, Section 2, of a subdivision known as Peachtree Terrace as shown on a plat thereof being recorded in the RMC Office for Greenville County in Plat Book PPP, at Page 36, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Rosewood Circle, joint front corner of Lots 72 and 73 and running thence S. 26-27 W. 192.85 feet to an iron pin; thence S. 53-00 E. 90 feet to an iron pin; thence N. 28-00 E. 264.6 feet to an iron pin; thence S. 86-26 W. 110.4 feet to the point of beginning.

This being the same property conveyed to mortgagor herein by deed of Leake & Garrett, Inc., dated May 19, 1967, recorded in Book 820 at Page 321 on May 24, 1967.

This mortgage is being rerecorded to reflect a new note signed on August 6, 1979, in the original amount of \$8,900.00, whose terms were renegotiated subsequent to the mortgage being recorded.

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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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