

State of South Carolina

County of GREENVILLE

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R.M.C.
HARRISLEY

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Mortgage of Real Estate

THIS MORTGAGE made this 19th day of November 1979

by Troy E. Hart

(hereinafter referred to as "Mortgagor") and given to BANKERS TRUST OF S. C.

(hereinafter referred to as "Mortgagee"), whose address is P. O. BOX 867, Greer, South Carolina 29651

WITNESSETH:

THAT WHEREAS, Troy E. Hart is indebted to Mortgagee in the maximum principal sum of Sixteen Thousand One Hundred Nine and 07/100 Dollars (\$16,109.07), which indebtedness is evidenced by the Note of Troy E. Hart of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is November 19, 1984 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 \$ 16,109.07 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 in the State of South Carolina, County of Greenville and Chicks Springs Township, about 1½ miles S. W. from Greer and being known and designated as part of Lot #49 on a Plat of property of J. H. James Estate as shown on a plat for Troy E. and Corrine H. Hart, et al prepared by John A. Simmons, on June 2, 1962 and recorded in Plat Book WW at page 313 in the R.M.C. Office for Greenville County and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the bank of James Street and running thence N. 71-00 W. 232.8 feet to an iron pin; thence N. 22-30 E. 80 feet to an iron pin; thence S. 71-00 E. 231 feet to an iron pin on the bank of James Street, thence along the bank of James Street, S. 21-00 W. 80 feet to the point of beginning, and according to said plat, containing .43 acres.

This conveyance is a junior mortgage to that mortgage given by Troy E. Hart and Corrine H. Hart to Woodruff Federal Savings and Loan on February 4, 1971 and recorded February 8, 1971 in Mortgage Book 1180 at page 246 in the R.M.C. Office for Greenville County.

This conveyance is the identical property conveyed to Troy E. Hart by deed of G. G. Harvey on February 13, 1954 and recorded April 10, 1954 in Deed Book 497 at page 417 in the R.M.C. Office for Greenville County.

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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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