

State of South Carolina

FILED
CO. S. C.

BOOK 1493 PAGE 101

JAN 15 10 37 AM '80

Mortgage of Real Estate

County of Greenville

RECORDED
R.M.C.

THIS MORTGAGE made this 8th day of January, 1980

by DUNK PYE, JR. and JOYCE J. PYE

(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, Dunk Pye, Jr. and Joyce J. Pye is indebted to Mortgagee in the maximum principal sum of Eleven Thousand Six Hundred Sixty-one and 02/100ths Dollars (\$ 11,661.02), which indebtedness is evidenced by the Note of Dunk Pye, Jr. and Joyce J. Pye of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is 8 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 \$ 11,661.02 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 lot of land situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 107 as shown on a plat entitled "Plat 3 of Property of Overbrook Land Company," recorded in the RMC Office for Greenville County, South Carolina, in Plat Book F at Page 218 and having, according to said plat, the following metes and bounds:

BEGINNING at a point on the Northeast side of Lowndes Hill Road, joint front corner of Lots Nos. 106 and 107, and running thence N. 46-32 E. 104.8 feet; thence N. 33-08 W. 130 feet; thence S. 60-34 W., 90.4 feet to Lowndes Hill Road; thence along said road S. 28-11 E., 155 feet to the point of beginning.

This is the identical property conveyed to the Mortgagor herein by deed of Helen V. Lambrou, dated December 22, 1969, and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 881 at page 434 on December 24, 1969.

This mortgage is junior in lien to that certain mortgage given by the Mortgagor herein to United Mortgage Servicing Corp., in the original principal amount of \$17,400.00, dated December 23, 1969, and recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1145 at page 9. It is understood and agreed that any default under the terms and provisions of said mortgage and/or of the promissory note which the same secures shall constitute a default hereunder and any default under the terms and provisions of the within mortgage and of the promissory note which the same secures shall constitute a default under the prior mortgage referred to in this paragraph.

STATE OF SOUTH CAROLINA
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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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