

State of South Carolina

2007 1501 PAGE 70

Mortgage of Real Estate

County of Greenville

RECORDED
APR 15 4 15 PM '80
DONALD W. FRANKS
R.M.C.

THIS MORTGAGE made this 17th day of April, 19 80

by Burl E. Finch and Mildred L. Finch

(hereinafter referred to as "Mortgagor") and given to Bankers Trust of South Carolina

(hereinafter referred to as "Mortgagee"), whose address is P. O. Box 509, Mauldin, S.C.

WITNESSETH:

THAT WHEREAS, Burl E. Finch and Mildred L. Finch is indebted to Mortgagee in the maximum principal sum of nine thousand eight hundred sixty two and 80/100 Dollars (\$ 9,862.80), which indebtedness is evidenced by the Note of Burl E. Finch and Mildred L. Finch of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is 96 months 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 \$ 9,862.80 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:

"Notwithstanding and provisions herein contained to the contrary, the Mortgagor, Mrs. Burl E. Finch, shall have no liability or obligation with respect to the payment of indebtedness hereby secured except to the extent of said mortgagor's interest in the property herein conveyed and no judgement obtained by the mortgagee with respect to said indebtedness may be enforced against any assets of the said Mrs. Burl E. Finch except the property herein conveyed."

ALL that certain piece, parcel or lot of land situate, lying and being on the southern side of Elm Drive, in the City of Mauldin, County of Greenville, State of South Carolina, being known and designated as Lot 113 on a plat of Eastdale Subdivision, recorded in the RMC Office for Greenville County in Plat Book YY at Pages 118 and 119, and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the southern side of Elm Drive, at the joint front corner of Lots 113 and 114 and running thence along the common line of said lots S. 15-12 W. 173.6 feet to a point; thence N. 71-49 W. 125 feet to a point; thence along the common lines of Lots 112 and 113 N. 15-12 W. 167 feet to a point on the southern side of Elm Drive; thence along the said Elm Drive S. 74-48 E. 125 feet to the point of BEGINNING.

Being the same property conveyed to the Mortgagors herein by deed from Billy Fraylick and Rachel B. Fraylick, recorded in Deed Book 901, Page 41, in the Greenville County RMC Office on October 21, 1970.

This mortgage is second and junior in lien to that mortgage to Carolina Federal Savings and Loan, dated October 21, 1970, and recorded in Book 1170, Page 109, Greenville County RMC Office

DEPARTMENT OF SOUTH CAROLINA
RECORDS & ADMINISTRATION
GREENVILLE COUNTY R.M.C. OFFICE
APR 15 1980

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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