

State of South Carolina)

FILED
S. C.

Mortgage of Real Estate

County of)

JUN 25 1980

THIS MORTGAGE made this 25th day of June, 1980

by R. DAVID MASSEY and BARBARA W. MASSEY

(hereinafter referred to as "Mortgagor") and given to The PENSION PLAN AND TRUST OF BROWN, BYRD, BLAKELY, MASSEY & LEAPHART, P. A., ATTORNEYS AT LAW

(hereinafter referred to as "Mortgagee"), whose address is Suite 15, 700 East North Street, Greenville, South Carolina 29602

WITNESSETH:

THAT WHEREAS, R. DAVID MASSEY is indebted to Mortgagee in the maximum principal sum of Two Thousand Seven Hundred and no/100 Dollars (\$2,700.00), which indebtedness is evidenced by the Note of R. David Massey of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is Five (5) 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 \$2,700.00 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 situate, lying and being on the Northern and Western sides of Meyers Drive in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 16 as shown on a plat prepared by Pickell & Pickell, Engineers, dated March, 1951, entitled "Resubdivision of Portion of the J. R. Jenkinson Property", recorded in the RMC Office for Greenville County, South Carolina, in Plat Book Y at page 95, and having according to said plat and also according to a more recent plat prepared by Dalton & Neves Co., Engineers, dated June, 1976, entitled Property of R. David Massey and Barbara W. Massey, the following metes and bounds:

BEGINNING at an iron pin on the Northern side of Meyers Drive at the joint front corner of Lots Nos. 16 and 17, and running thence with the line of Lot No. 17, N. 2-53 E. 175.9 feet to an iron pin in the line of Lot No. 15; thence with the line of Lot No. 15, S. 62-43 E. 141.9 feet to an iron pin on the Western side of Meyers Drive; thence with the Western side of Meyers Drive, S. 27-17 W. 150 feet to an iron pin; thence with the Northern side of Meyers Drive, N. 71-02 W. 70 feet to the point of beginning.

This being the identical property conveyed to R. David Massey and Barbara W. Massey by deed from Robert C. Brownlee, Jr., dated July 19, 1976, and recorded July 19, 1976, in Deed Book 1039, page 816, RMC Office for Greenville County, S. C.

This mortgage is junior in priority to that certain note and mortgage heretofore given and granted to Bankers Trust of S. C., c/o Aiken-Speir, Inc., dated July 19, 1976, recorded July 19, 1976, Book 1373, page 69, in the RMC Office for Greenville, S. C.

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JUN 25 1980

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
DOCUMENTARY
JUN 25 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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