State of South Carolina

300x1531 PAGE 240

Mortgage of Real Estate

County of GREENVILLE

22 day of January THIS MORTGAGE made this \_ by John C. and Sue Durbin Zedek (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, S. C. 29602

## WITNESSETH:

THAT WHEREAS. John C. and Sue Durbin Zedek is indebted to Mortgagee in the maximum principal sum of <u>twenty-eight thousand and no/100-------</u> \_\_\_\_), which indebtedness is evidenced by the Note of \_\_\_\_\_ John C. and Sue Durbin Zedek ofeven date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is JULY 22, 1981 \_\_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) a'l 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 , plus interest thereon, all charges and expenses of collection incurred by Mortgagee s 28,000.00 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 western side of Eastwood Drive, in the County of Greenville, State of South Carolina, being shown and designated as Lot 51 on a plat of Old Mill Estates recorded in the RMC for Greenville County, South Carolina, in plat book 4-R, page 22, and having according to said plat the following metes and bounds, to-wit:

Beginning at a point on the northwestern side of Eastwood Drive at the joint front corner of Lots 50 and 51, and running thence N. 4-12 W. 211.9 feet to a point; thence S. 64-50 E. 200.0 feet to a point on Eastwood Drive; thence along the said Eastwood Drive S. 25-08 W. 130.5 feet to a point; thence still with Eastwood Drive S. 85-49 W. 109.5 feet to the point of beginning.

This is the same property conveyed to mortgagors by Henry Kitt and Karlane B. Kitt by deed of even date herewith, to be recorded.

This mortgage is junior in lien to that certain mortgage given by mortgagors to Fidelity Federal Savings and Loan Association of even date herewith.

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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).

BT-002 (3.77)