County of GREENVILLE

AFR 12 10 44 AH '81

Mortgage of Real Estate

THIS MORTGAGE made this 10th day of April , 19.81 ,

by LEROY LEWIS AND LILLIE G. LEWIS

(hereinafter referred to as "Mortgagor") and given to <u>BANKERS TRUST OF SOUTH CAROLINA</u>

(hereinafter referred to as "Mortgagee"), whose address is <u>P. O. BOX 608, North Hills Branch.</u>

Greenville, South Carolina

## WITNESSETH:

is indebted to Mortgagee in the maximum principal sum of Eleven Thousand Four Dollars and 44/100 Dollars (\$11,004.44), which indebtedness is evidenced by the Note of LEROY LEWIS AND LILLIE G. LEWIS of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is 24 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

\$ 11,004,44 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 in the Town of Mauldin, County of Greenville, State of South Carolina, on the northerly side of Libby Lane, being shown and designated as Lot No. 135, on plat of Hillsborough, Section III, recorded in the RMC Office for Greenville County, S.C. in Plat Book "4 N", at Page 42, and having the following metes and bounds:

BEGINNING at an iron pin on the northerly side of Libby Lane, joint front corner of Lots Nos. 134 and 135, and running thence with the joint lines of said lots, N. 31-38 E. 126 feet to an iron pin; thence S. 60-02 E. 120 feet to an iron pin at the joint rear corner of Lots Nos. 135 and 136; thence with the joint lines of said Lots, S. 31-37 W. 129.5 feet to an iron pin on the northerly side of Libby Lane; thence with the northerly side of Libby Lane, N. 58-22 W. 120 feet to an iron pin, the point of beginning.

BEING the same property conveyed heretofore conveyed to Leroy Lewis and Lillie G. Lewis by deed of Vaughn Realty, Inc., dated February 20, 1978, and recorded in the RMC Office for Greenville County in Deed Book  $\underline{1074}$ , at Page  $\underline{\phantom{0}33}$ .

THIS is a second mortgage, being subject to a first mortgage granted to Fidelity Federal Savings and Loan Association in the amount of \$42,000.00, recorded in Mortgage Book  $\underline{1423}$ , at Page  $\underline{867}$ .

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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