

P.O. Box 608, Greenville, SC 29602

State of South Carolina

1561 PAGE 359

Mortgage of Real Estate

County of GREENVILLE

THIS MORTGAGE made this 4 day of January, 1982

by Billy Ray McMahan and Martha Sue McMahan

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

(hereinafter referred to as "Mortgagee"), whose address is

WITNESSETH:

THAT WHEREAS, Billy Ray McMahan and Martha Sue McMahan is indebted to Mortgagee in the maximum principal sum of Twelve Thousand Four and 84/100 Dollars (\$ 12,004.84 ), which indebtedness is evidenced by the Note of Billy Ray McMahan and Martha Sue McMahan of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is 48 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 \$ 12,004.84 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 in the Town of Simpsonville, being known and designated as Lot No. 82 as shown on plat of WESTWOOD Subdivision, Section II, as recorded in the R.M.C. Office for Greenville County in Plat Book 4F at page 48 and to a more recent plat entitled "Property of Francis L. Hill and Norma J. Hill, dated September 9, 1975, prepared by W. R. Williams, Jr., and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the northern side of Seminole Drive at the joint front corner of Lot No. 12 and Lot No. 82 and running thence with joint line of said lots N. 5-22 E., 262 feet to an old iron pin; thence N. 78-12 E. 178.9 feet to an old iron pin; thence S. 33-57 E. 23.1 feet to an old iron pin at the joint rear corners of Lot Nos. 82 and 82; thence with the joint line of said lots S. 24-15 W. to and old iron pin on the northern edge of Seminole Drive; thence N. 59-16 W. 80 feet to the point of beginning.

This being the same property conveyed to the Mortgagors herein by deed of Francis L. and Norma J. Hill December 15, 1977, recorded in Deed Volume 1070 at page 387.

This mortgage is second and junior to that certain mortgage given to Collateral Investment Company recorded September 22, 1975 in the RMC Office for Greenville County, S.C. in Mortgage Book 1349 at page 199

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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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