

State of South Carolina

FILED
S.C.

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Mortgage of Real Estate

County of GREENVILLE (SPITZER, NORVA E. and SUSAN O. SPITZER),
GREENVILLE, S.C.

THIS MORTGAGE made this 20th day of January 1982

by Norva E. Spitzer, Jr. and Susan O. Spitzer

(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, Norva E. Spitzer, Jr. is indebted to Mortgagee in the maximum principal sum of Forty thousand and no/100 Dollars (\$ 40,000.00), which indebtedness is evidenced by the Note of Norva E. Spitzer, Jr. of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is 365 days 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 \$ 40,000.00, 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 in the State of South Carolina, Conty of Greenville, being known and designated as Lot 135 of a subdivision known as Pebble Creek, Phase I as shown on plat thereof prepared by Enwright Associates, Engineers, dated September 17, 1973, and recorded in the RMC Office for Greenville County in Plat Book 5-D, Pages 1-5, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the northwestern side of Hoppin John Lane, joint front corner of Lots 134 and 135; running thence with the joint line of said Lots N 51-30 W 162.39 feet to an iron pin in the line of Lot 121; thence with the rear line of Lots 121, 120 and 119, S 32-30 W 163.0 feet to an iron pin at the joint rear corner of Lots 135 and 136; running thence with the joint line of said Lots S 80-24 E 151.22 feet to an iron pin on the turnaround of Hoppin John Lane; thence with the curve of said Hoppin John Lane the following chords: N 30-00 E 35 feet and N 73-15 E 35 feet to an iron pin; thence with the northwestern side of Hoppin John Lane N 32-32 E 25.8 feet to the point of beginning.

DERIVATION: This being the same property conveyed to Mortgagor herein by deed of Pebble Creek Ltd. as recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1040, Page 408, on July 29, 1976.

This mortgage is junior and second in lien to that certain note and mortgage given to First Federal Savings and Loan Association as recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1420, Page 160, on January 4, 1978.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
DOCUMENTARY
STAMP
RECORDED

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JAN 20 1982
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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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