

FILED
State of South Carolina S.C.)

BOOK 1571 PAGE 540

Mortgage of Real Estate

County of Greenville)
SOUTH CAROLINA RMC

THIS MORTGAGE made this 25th day of May 1982

by Robert G. and Phyllis H. Posey

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

(hereinafter referred to as "Mortgagee"), whose address is Post Office Box 608, Greenville, S.C. 29602

WITNESSETH:

THAT WHEREAS, Robert G. and Phyllis H. Posey is indebted to Mortgagee in the maximum principal sum of Twenty Eight Thousand Nine Hundred Fifty and No/100 Dollars (\$ 28,950.00), which indebtedness is evidenced by the Note of Robert G. and Phyllis H. Posey dated May 29, 1981 ~~wherein~~ ~~dated hereon~~ said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is June 1, 1990 ~~after the date hereof~~, the terms of said Note and any agreement modifying it are incorporated herein by reference.

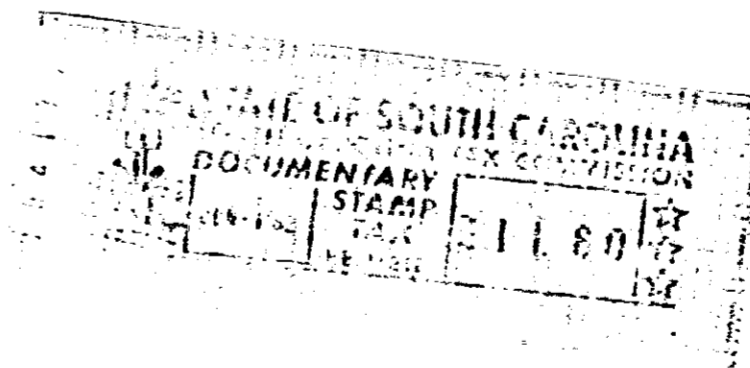
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate 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 \$ 28,950.00 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, together with all buildings and improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 164 on a Plat of PEBBLE CREEK, PHASE I, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 5D, at Pages 1-5, reference to which is hereby craved for the metes and bounds thereof.

This lien is second in priority to the mortgage unto First Federal Savings & Loan Association in the original amount of \$79,150.00, dated February 9, 1981, given by John A. Bolen, Inc. recorded in the RMC Office for Greenville County, South Carolina in Mortgages Book 1532, at Page 33 on February 9, 1981. Also including a modification and assumption agreement unto First Federal Savings & Loan Association recored in Mortgages Book 1543, at Page 72 on June 3, 1981.

This is the same property conveyed to the Mortgagors by deed of John A. Bolen, Inc. recorded on June 3, 1981 in the RMC Office for Greenville County in Deeds Book 1149, at Page 211.

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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):

4.00(1)

BT-002 (9/77)