

State of South Carolina

County of GREENVILLE

GREENVILLE S.C.  
FILED  
MAY 11 2 57 PM '83  
DONNIE S. LESLIE  
R.M.C.

30. 1605 PAGE 299

Mortgage of Real Estate

(Second Mortgage)



THIS MORTGAGE made this 4/23 day of May, 19 83.

by Roger G. Perry and Elizabeth M. Perry

(hereinafter referred to as "Mortgagor") and given to SOUTHERN BANK & TRUST CO.

(hereinafter referred to as "Mortgagee"), whose address is P. O. Box 1329, Greenville, S.C. 29603

WITNESSETH:

THAT WHEREAS, Roger G. Perry and Elizabeth M. Perry  
is indebted to Mortgagee in the maximum principal sum of One Hundred Thousand & No/100 Dollars (\$ 100,000.00 ), Which indebtedness is evidenced by the Note of above-named Mortgagors of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note, (the final maturity of note which is 180 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 \$ 100,000.00, plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorney's 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 piece, parcel or lot of land, lying and being in the County of Greenville State of South Carolina, being known and designated as Lot No. 173, Westcliffe, Section 3, according to Plat Book 3 J, at Page 72 and 73, recorded in the RMC Office for Greenville County, S. C., and more particularly according to a recent survey for Roger G. Perry & Betty M. Perry, dated 12/9/82, by W. R. Williams, Jr., Engineer/Surveyor, & having according to said survey, the following metes and bounds, to-wit:

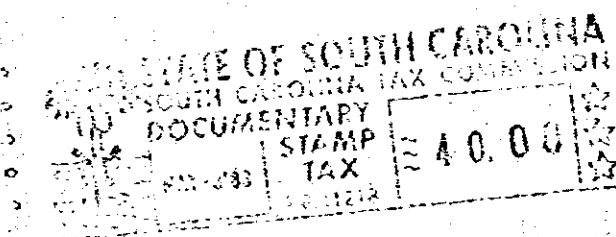
BEGINNING at the joint front corner of Lots 173 and 172 at an iron pin on Westcliffe Way and running thence N. 63-07 W., 99.0 feet to a point; thence continuing N. 61-55 W. 103.5 feet to the corner of Lots 173 and 174 and running thence N. 30-13 E. 317.5 feet to an iron pin at the rear corner of said lots; thence along the rear portion of Lot 173, S. 69-32 E. 195.6 feet to an iron pin; thence along the line of Lots 173 and 172, S. 28-37 W. 341.1 feet to the beginning corner.

This being the same property conveyed unto the Mortgagors by deed from Shirley S. Dallas recorded in the RMC Office for Greenville county, S. C. in Deed Book 1137 at Page 368, recorded 11/17/80.

ALSO, ALL that piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being shown as Lot No. 45 on plat of Northwood Hills, Section 1A, as recorded in the RMC Office for Greenville County, S. C. in Plat Book QQ, at page 158, and fronting on Trinity Way.

This is the same property conveyed unto Roger G. Perry by deed from W. N. Leslie, Inc., recorded in the R.M.C. Office for Greenville County, S. C. in Deed Volume 881 at Page 148, recorded the 15th day of December, 1969.

THIS IS A SECOND MORTGAGE.



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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