

State of South Carolina

FILED
GREENVILLE, S.C.

1983 JUL 14 10 58 AM '83

Mortgage of Real Estate

County of Greenville

JUL 14 10 58 AM '83

DONNIE S. BANKERSLEY

R.M.C.

July 13

19 83

THIS MORTGAGE is dated

THE "MORTGAGOR" referred to in this Mortgage is Nancy L. Smith, formerly Nancy P. Kelly

THE "MORTGAGEE" is BANKERS TRUST OF SOUTH CAROLINA, whose address is

PO Box 608, Greenville, SC 29602

THE "NOTE" is a note from Bradley B. Smith and Nancy L. Smith to Mortgagee in the amount of \$ 25,000.00, dated July 13, 19 83. The Note and any documents renewing, extending or modifying it and any notes evidencing future advances are all referred to as the "Note" and are considered to be a part of this Mortgage. The final maturity of the Note is July 7, 19 84. The amount of debt secured by this Mortgage, including the outstanding amount of the Note and all Future Advances under paragraph 13 below, shall at no time exceed \$ 25,000.00, plus interest, attorneys' fees, and court costs incurred in collection of amounts due hereunder, and Expenditures by Mortgagee under paragraph 5 below. Interest under the Note will be deferred, accrued or capitalized, but Mortgagee shall not be required to defer, accrue or capitalize any interest except as provided in the Note.

THIS MORTGAGE is given to secure to Mortgagee the repayment of the following amounts, with interest: (a) the indebtedness evidenced by the Note; (b) any Future Advances made under paragraph 13 below; (c) Expenditures by Mortgagee under paragraph 5 below; and (d) attorneys' fees, court costs and other amounts which may be due under the Note and this Mortgage. In consideration of the above indebtedness and for other valuable consideration which Mortgagor acknowledges receiving, Mortgagor does hereby mortgage, grant and convey to Mortgagee, its successors and assigns, the following described property:

ALL that certain piece, parcel or lot of land, situate, lying and being on the southern side of Laconia Drive, in the State of South Carolina, County of Greenville, being shown and designated as Lot 23 of a Plat of HAMPSHIRE HILLS, recorded in the RMC Office for Greenville County in Plat Book 4-R, at Page 44, and having, according to said Plat, the following metes and bounds:

BEGINNING at an iron pin on the southern side of Laconia Drive, at the joint front corner of Lots 22 and 23, and running thence along said Drive, N 65-34 E 120 feet to an iron pin at the joint front corner of Lots 23 and 24; thence along the common line of said Lots, S 23-26 E 215 feet to an iron pin at the joint rear corner of said Lots; thence along the common line of Lots 20 and 23, S 66-34 W 120 feet to an iron pin at the common corner of Lots 20, 21, 22 and 23; thence along the common line of Lots 22 and 23, N 23-26 W 215 feet to an iron pin, the point of beginning.

This property is subject to all plats, covenants, restrictions, setback lines, roadways, easements, zoning ordinances and rights of way affecting the above described property.

This Mortgage is subordinate to that certain Mortgage given by Richard Martin Gregory and Johnsie H. Gregory to South Carolina National Bank, dated May 16, 1975, and recorded in the RMC Office for Greenville County in Mortgage Book 1339 at Page 283.

This being the same property conveyed to the Mortgagor by deed of Kenneth Wayne McIntosh and Judy Ann C. McIntosh dated July 30, 1979, in the RMC Office for Greenville County in Deed Book 1108 at Page 122.

RECORDED IN R.M.C. OFFICE
GREENVILLE, S.C.
JUL 14 1983

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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