

Aug 29 3 23 PM '83
DONNIE S. HARRISLEY
R.M.C.

BOOK 1023 PAGE 134

State of South Carolina

Mortgage of Real Estate

County of Greenville)

THIS MORTGAGE is dated August 26, 1983

THE "MORTGAGOR" referred to in this Mortgage is Donald C. Chapman and Joan B. Chapman

THE "MORTGAGEE" is BANKERS TRUST OF SOUTH CAROLINA, whose address is P. O. Box 248, Columbia, South Carolina 29202.

THE "AGREEMENT" is a Credit Reserve Account Agreement dated August 26, 1983, under which Mortgagee may make certain advances of credit to Donald C. Chapman and Joan B. Chapman D.C.C. JBC. The Agreement and any documents renewing, extending or modifying it and any items or documents evidencing future advances are all referred to as the "Agreement" and are considered to be a part of this Mortgage. The amount of debt secured by this Mortgage, including the outstanding amount advanced and the Agreement and all Future Advances under paragraph 13, below, shall at no time exceed \$ 40,000, 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 Agreement will be deferred, accrued or capitalized, but Mortgagee shall not be required to defer, accrue or capitalize any interest except as may be provided in the Agreement.

THIS MORTGAGE is given to secure to Mortgagee the repayment of the following amounts, with interest: (a) the indebtedness evidenced by the Agreement; (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 Agreement 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 piece, parcel or lot of land situate, lying and being on the western side of Dagenham Drive, near the City of Greenville, in the County of Greenville, State of South Carolina, and known and designated as Lot No. 64 of a subdivision known as Wade Hampton Gardens, Section 3, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book YY at Page 179 and, according to said plat, has the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Dagenham Drive at the joint front corner of Lots 63 and 64 and running thence with the joint line of said lots N. 80-19 W. 157.5 feet to an iron pin; running thence S. 9-52 W. 100 feet to an iron pin; running thence S. 78-34 E. 158.5 feet to an iron pin on the western side of Dagenham Drive; running thence with the western side of said drive N. 9-41 E. 105 feet to an iron pin, point of beginning.

THIS is the identical property conveyed to the Mortgagors herein by deed of Loudon C. Hoffman and Julia Ann Hoffman dated September 30, 1976, and recorded in the R.M.C. Office for Greenville County in Deed Book 1043 at Page 859.

THIS mortgage is junior in lien to that certain note and mortgage heretofore executed unto First Federal Savings and Loan Association of South Carolina recorded in Mortgage Book 1379 at Page 399 in the original amount of \$26,541.64 and having a present balance of \$23,730.49.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX \$ 10.00
AUG 29 1983

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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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