

90-1324-556

State of South Carolina Mortgage of Real Estate

County of GREENVILLE FILED SEP 7 3 07 PM '83 DONNIE S. ... R.A. August 31, 19 83

THIS MORTGAGE is dated August 31, 19 83

THE "MORTGAGOR" referred to in this Mortgage is EVERETTE E. KIRBY & SHIRLEY L. KIRBY

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 31, 19 83, under which Mortgagee may make certain advances of credit to Everette E. Kirby. 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 \$ 15,000, 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 lot of land in the County of Greenville, State of South Carolina, in Austin Township, within the corporate limits of the Town of Mauldin, being known and designated as lot 72 of a subdivision known as Glendale II, plat of which is of record in the RMC Office for Greenville County in Plat Book 000, Page 55, and having the following metes and bounds, to-wit:

BEGINNING at a point on the Northwestern side of Parsons Avenue at the corner of Lots 71 and 72 and running thence with the Northwestern side of Parsons Avenue, S 52-56 W 43 feet to a point; thence continuing with the Northwestern side of Parsons Avenue, S 49-52 W 52.5 feet to a point at the joint front corner of Lots 72 and 73; thence N 40-08 W 168.9 feet to a point at the joint rear corner of Lots 72 and 73; thence N 58-05 E 115.2 feet to a point at the joint rear corner of Lots 71 and 72; thence S 33-13 E 155.7 feet to a point on the Northwestern side of Parsons Avenue at the point of beginning.

Being the same property conveyed to the mortgagor herein by deed of John M. Schubert, etal as trustees as recorded in the RMC Office for Greenville County in Deed Book 1024, Page 281 on September 16, 1975.

STATE OF SOUTH CAROLINA DOCUMENTARY STAMP TAX \$ 06.00

550

7328-1024

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);