

State of South Carolina

30. 1628 PAGE 76

Mortgage of Real Estate



County of GREENVILLE

REF. 100
ST 1 3 15 PM
VHIC

THIS MORTGAGE made this 4th day of October, 19 83.

by JOHN R. HUTCHENS, JR. and KATHRYN HUTCHENS

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

(hereinafter referred to as "Mortgagee"), whose address is P.O. Box 1391, Greenville,

South Carolina 29602

WITNESSETH:

THAT WHEREAS, JOHN R. HUTCHENS, JR. and KATHRYN HUTCHENS is indebted to Mortgagee in the maximum principal sum of Six Thousand Three Hundred Fifty-Two and 80/100ths Dollars (\$6,352.80). Which indebtedness is evidenced by the Note of JOHN R. HUTCHENS, JR. and KATHRYN HUTCHENS of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note. (the final maturity of Oct. 22, 1987 which is four (4) years 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 \$6,352.80, 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 certain piece, parcel, or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying, and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 30, Dakota Hills, Section 2, as shown on a plat thereof by Jones Engineering Service, dated October 5, 1972, and recorded in the R.M.C. Office for Greenville County in Plat Book 5D, Page 77, reference to said plat being hereby craved for a more complete description by metes and bounds.

THIS being the identical property conveyed to the mortgagor herein by deed of C.L. Dorr Construction Company, Inc., dated December 17, 1975, and recorded in the R.M.C. Office for Greenville County on December 18, 1975, in Deed Book 1029 at Page 38.

THIS mortgage is third and junior in lien to that mortgage given to Fidelity Federal Savings and Loan Association, now American Federal Bank, in the original amount of \$25,125.00 as recorded in the R.M.C. Office for Greenville County on April 10, 1974, in Mortgage Book 1306, Page 763, and to that mortgage given to Sharonview Federal Credit Union in the original amount of \$8,000.00 and recorded in the R.M.C. Office for Greenville County on May 23, 1981, in Mortgage Book 1535, Page 907.

RECORDED
INDEXED
STAMP
TAX \$ 02.56

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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