

County of Greenville

FILED
OCT 21 10 46 AM '83

THIS MORTGAGE is dated October 19 83

THE "MORTGAGOR" referred to in this Mortgage is Willie J. and Annie M. Spurgeon

THE "MORTGAGEE" is BANKERS TRUST OF SOUTH CAROLINA, whose address is Greenville, S. C.

THE "NOTE" is a note from Willie J. and Annie M. Spurgeon to Mortgagee in the amount of \$ 8,500.00, dated October 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 October 30 88. 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 \$ 8,500.00, 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 lot, piece or parcel of land situate in the County of Greenville, State of South Carolina, situate, lying and being on the western side of Freestone Street, and being known and designated as Lot No. 5, as shown on a Plat of Glendale Heights Addition, made by J. Mac Richardson, June, 1958, and recorded in the R.M.C. Office for Greenville County, in Plat Book 00, at Page 13, and having, according to said Plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Freestone Street, at the joint front corner of Lots 4 and 5; thence with the common line of said Lots S. 83-15 W. 140 feet to an iron pin; thence N. 6-45 W. 70 feet to an iron pin; the joint rear corner of Lots 5 and 6; thence with the common line of said Lots N. 83-15 E. 140 feet to an iron pin on the western side of Freestone Street; thence with said Street S. 6-45 E. 70 feet to the beginning corner.

This is that property conveyed to Mortgagor by deed of A. Louise Abbott McGinnis recorded August 16, 1971 in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 923 at Page 24.

This is a second mortgage junior to that of C. Douglas Wilson and Company recorded August 16, 1981 in the R.M.C. Office for Greenville County, South Carolina, in Mortgage Book 1202 at Page 569 in the original amount of \$14,950.00.

RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT
GREENVILLE COUNTY, SOUTH CAROLINA
DOCUMENTARY
STAMP
TAX \$ 03.40

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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