

State of South Carolina

SECOND  
Mortgage of Real Estate

County of GREENVILLE

THIS MORTGAGE is dated NOVEMBER 7, 19 83THE "MORTGAGOR" referred to in this Mortgage is CHARLES V. FAULKENBERRY & JOANN P. FAULKENBERRY

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 NOVEMBER 7, 1983, under which Mortgagee may make certain advances of credit to C. V. Faulkenberry. 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 \$ 50,000 C.V.F. 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 Northerly side of Five Oaks Drive being shown and designated as Lot No. 7 on a plat of Batesville Forest Subdivision, Section 1, dated January 13, 1978, prepared by Freeland & Associates, recorded in Plat Book 6-H at Page 46 in the RMC Office for Greenville County, and having, according to a more recent survey entitled "Property of Charles V. and JoAnn Faulkenberry" dated June 14, 1979, prepared by Freeland & Associates, and recorded in the RMC Office for Greenville County in Plat Book 7-I at Page 13, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northerly side of Five Oaks Drive at the joint front corner of Lots 6 and 7, and running thence with Lot 6, N. 54-11 W. 298.7 feet to an iron pin; thence still with Lot 6, S. 87-30 W. 88.4 feet to an iron pin at the joint rear corner of Lots 6 and 7; thence N. 37-19 W. 220 feet to an iron pin; thence N. 78-55 E. 581.12 feet to an iron pin at the joint rear corner of Lot 7 and Lot 8; thence with Lot 8, S. 7-42 W. 441.24 feet to an iron pin on Five Oaks Drive; thence with said Drive, S. 66-46 W. 51.42 feet to the point of beginning.

THIS being the same property conveyed to Charles V. Faulkenberry by deed of Threatt Enterprises, Inc. dated March 2, 1979, and recorded in the RMC Office for Greenville County in Deed Book 1097 at Page 831.

THIS mortgage is junior in lien to that certain mortgage given by the Mortgagors in favor of Fidelity Federal Savings and Loan Association in the original amount of \$85,000.00 dated June 18, 1979, and filed in the RMC Office for Greenville County in Mortgage Book 1470 at Page 657.

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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