

State of South Carolina

County of GREENVILLE

FILED GREENVILLE S.C.

Mortgage of Real Estate



THIS MORTGAGE made this 24th day of NOVEMBER 19 83

by Nils P. Ekberg and Elaine C. Ekberg

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

(hereinafter referred to as "Mortgagee"), whose address is Post Office Box 1329, Greenville, South Carolina 29602

WITNESSETH

THAT WHEREAS Nils P. Ekberg and Elaine C. Ekberg is indebted to Mortgagee in the maximum principal sum of Six Thousand, Eight Hundred and No/100----- Dollars (\$ 6,800.00---). Which indebtedness is evidenced by the Note of Nils P. Ekberg and Elaine C. Ekberg of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note (the final maturity of 12/1/87 which is 48 months 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 \$ 6,800.00 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 in the State of South Carolina, County of Greenville, being shown and designated as Lot 21 on plat of Section II, THE MEADOWS, prepared by W. R. Williams, Jr., Surveyor, dated November 8, 1976, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 5-P at Page 75, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the end of cul-de-sac of Rising Sun Court at the joint front corner of Lots 21 and 22 and running thence with the joint line of said lots, N. 54-07 W. 129 feet to an iron pin; thence continuing with joint line of said lots, N. 37-45 W. 162 feet to an iron pin on line of property, now or formerly, of Demsey; thence with line of said Demsey property, N. 84-23 W. 100 feet to an iron pin at the joint corner of property, now or formerly, of Cochran; thence with line of Cochran property, S. 16-54 E. 212.1 feet to an iron pin at the joint rear corner of Lots 12 and 21; thence with the joint line of said lots, S. 43-02 E. 86.1 feet to an iron pin on line of Lot 12 at the joint corner of Lots 21 and 20; thence with joint line of said lots, N. 82-29 E. 159.6 feet to an iron pin on the cul-de-sac of Rising Sun Court; thence with curve of said cul-de-sac, N. 37-40 E. 40 feet to the beginning corner.

This is the same property conveyed to the mortgagors herein by deed United Development Services, Inc., recorded in the R.M.C. Office for Greenville County, South Carolina, on June 14, 1973 in Deed Volume 1081 at page 197.

This mortgage is second and junior in lien to that mortgage given in favor of South Carolina Federal Savings and Loan Association recorded in the R.M.C. Office for Greenville County, South Carolina, on June 14, 1978, in Mortgage Book 1435 at page 78, in the original amount of \$41,300.00.

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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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