

State of South Carolina )  
FILED )

GREENVILLE, S.C.

Mortgage of Real Estate

County of GREENVILLE )  
23 10 18 11 1983 )

THIS MORTGAGE is dated November 22, 1983

THE "MORTGAGOR" referred to in this Mortgage is are Robert E. Murphy, Jr. and Stacey L. Murphy,

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 22, 1983, under which Mortgagee may make certain advances of credit to Robert E. and Stacey Murphy. 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 \$ 22,000, 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 piece, parcel or lot of land situate, lying and being in the City of Greenville, Greenville County, South Carolina, being shown as Lot No. 51 and the northern one-half of Lot 50 of Augusta Circle, plat of which is recorded in Plat Book F at page 23, reference being made to said plat for the metes and bounds thereon.

This conveyance is made subject to all restrictions, setback lines, roadways, easements and rights of way, if any, appearing of record, on the premises or on the recorded plat, which affect the property hereinabove described.

This is the same property as that conveyed to Robert E. Murphy, Jr. and Stacey L. Murphy by deed of Guy Daniel Altizer and Mary Ruth Altizer, dated July 27, 1983, recorded in the RMC Office for Greenville County in Deed Book 1193, Page 191.

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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