

State of South Carolina

FILED
GREENVILLE COUNTY S.C.
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R.M.C.

1637-583

Mortgage of Real Estate



County of GREENVILLE

THIS MORTGAGE made this 25th day of November, 1983

by David S. Donald, Jr. and Emily P. Donald

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

(hereinafter referred to as "Mortgagee"), whose address is 306 East North Street, Greenville, South Carolina, 29601

WITNESSETH

THAT WHEREAS, David S. Donald, Jr. and Emily P. Donald is indebted to Mortgagee in the maximum principal sum of Forty Thousand and No/100ths Dollars (\$40,000.00). Which indebtedness is evidenced by the Note of David S. Donald, Jr. and Emily P. Donald of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note. (the final maturity of which is May 23, 1984 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 \$40,000.00 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 piece, parcel or lot of land, situate, lying and being on the north side of Panorama Court in Gantt Township, Greenville County, State of South Carolina, being shown and designated as Lot No. 8, on a plat of Plantation Estates, made by Dalton and Neves, Engineers dated December, 1963, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book PPP at page 127 and having according to said Plat the following metes and bounds, to-wit:

BEGINNING at an iron pin joint front corner of Lot Nos. 8 and 9, and running with the curve of Panorama Court the chord of which is N. 80-05 E., 99.5 feet to an iron pin; thence continuing with the curve of Panorama Court the chord of which is N. 73-10 E., 100.5 feet to an iron pin joint front corner of Lot Nos. 7 and 8; thence with the line of Lot No. 7, N. 9-09 W., 378.1 feet to an iron pin, joint rear corner of Lot Nos. 7 and 8; thence with the line of Property now or formerly of Dixie Farms Subdivision, S. 73-52 W., 160 feet to an iron pin joint rear corner of Lot Nos. 8 and 9; thence with the line of Lot No. 9, S. 2-59 E., 375.6 feet to an iron pin in the right-of-way of Panorama Court to the point of beginning.

This being the same property conveyed to the Mortgagors herein by deed from Ronald T. Gibson dated August 17, 1973, and recorded in the RMC Office for Greenville County in Deed Book 982 at page 251.

This mortgage is second and junior in priority to that certain mortgage to Carolina Federal Savings and Loan Association (now known as Security Federal) which was assumed by the Mortgagors herein by loan modification and assumption agreement recorded in the RMC Office for Greenville County in Mortgage Book 1288 at page 815.

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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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