

County of GREENVILLE

FILED GREENVILLE CO. S.C.

THIS MORTGAGE is dated January 11, 1984

THE "MORTGAGOR" referred to in this Mortgage is CHARLES T. SIMON & ALMENA T. SIMON

THE "MORTGAGEE" is BANKERS TRUST OF SOUTH CAROLINA, whose address is Post Office Box 608, Greenville, S. C. 29602

THE "NOTE" is a note from Thomas G. Fuller, Jr., Charles T. Simon and Eugene L. Edwards to Mortgagee in the amount of \$30,000.00, dated January 11, 1984. 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 January 11, 1990. 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 \$30,000.00, 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 certain piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina, being known and designated as Lot No. 43 on Plat of Northside Gardens, recorded in Plat Book S, at Page 17, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northeastern side of Lullwater Road, at the joint front corner of Lots Nos. 42 and 43 and running thence along the common line of said Lots N. 55-12 E. 197.6 feet to an iron pin; thence turning and running along the rear line of Lot No. 43 S. 34-48 E. 85 feet to an iron pin at the joint rear corner of Lots Nos. 43 and 44; thence turning and running along the common line of Lots Nos. 43 and 44 S. 55-12 W. 198.9 feet to an iron pin on the Northeastern side of Lullwater Road; thence turning and running along Lullwater Road N. 34-07 W. 85 feet to an iron pin, the point of BEGINNING.

THIS is the same property conveyed to the Mortgagors herein by deed of Carolina Federal Savings and Loan Association, dated March 22, 1974 and recorded March 22, 1974 in Deed Book 995 at Page 764.

THIS mortgage is junior in lien to that certain Mortgage in favor of Carolina Federal Savings and Loan Association dated March 22, 1974 and recorded in REM Book 1305 at Page 20 in the original amount of \$12,000.00 and having a principal unpaid balance of \$10,639.33.

GCTG --- 1 JA25 84 1442

STATE OF SOUTH CAROLINA SOUTH CAROLINA TAX COMMISSION DOCUMENTARY STAMP TAX JAN 25 1984 \$ 12.00

4.00001

0330

4328 RV-2