

State of South Carolina

VOL 1335 PAGE 596



Mortgage of Real Estate

County of GREENVILLE

APR 10 10 00 AM '84

THIS MORTGAGE made this 30 day of March 19 84

by JOHN H. POLEVY AND ROSE MARY POLEVY

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

(hereinafter referred to as "Mortgagee"), whose address is 304 E. North Street, P.O. Box 1329, Greenville, South Carolina 29602

WITNESSETH:

THAT WHEREAS, JOHN H. POLEVY AND ROSE MARY POLEVY

is indebted to Mortgagee in the maximum principal sum of Fifty Thousand and no/100 Dollars (\$ 50,000.00), Which indebtedness is evidenced by the Note of (revolving SOLEBORN EQUITY LINE) POLEVY of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note, (the final maturity of which is ~~at 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 \$50,000.00, 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 with buildings and improvements thereon, in the County of Greenville, State of South Carolina, situate, lying and being on East Paris Road in the City of Greenville, being shown as a portion of Lot 89 on plat of Forest Heights, made by Dalton & Neves, Engineers, July, 1946, and recorded in the R.M.C. Office for Greenville County, South Carolina, in plat book P, page 71, reference to said plat is hereby craved for a metes and bounds description thereof.

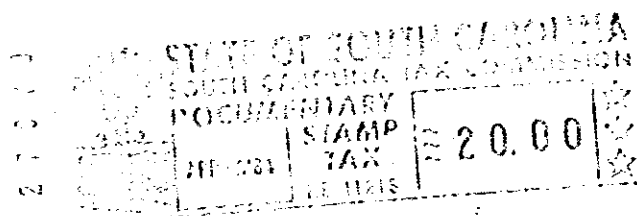
This is the same property conveyed to the above named mortgagors by deed of Annette G. Brown dated August 7, 1978, recorded in the R.M.C. Office for Greenville County, S.C. in Deed Book 1084, page 861 on August 7, 1978.

This mortgage is junior in lien to that mortgage in favor of American Federal Bank, F.S.B., formerly known as Fidelity Federal Savings & Loan Association, in the original amount of \$58,000.00, recorded in the R.M.C. Office for Greenville County, S.C. in Mortgage Book 1303, page 329 on March 5, 1974.

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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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