

RECORD

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State of South Carolina

FEB 16 12 31 PM '83

Mortgage of Real Estate



County of GREENVILLE

DONNIE S. TANKERSLEY R.M.C.)

THIS MORTGAGE made this 11th day of February, 19 83

by Rebecca Diane Hoffman Newsome

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

(hereinafter referred to as "Mortgagee"), whose address is P.O. Box 1329, Greenville, S.C. 29602

WITNESSETH:

THAT WHEREAS, Rebecca Diane Hoffman Newsome is indebted to Mortgagee in the maximum principal sum of Four Thousand Two Hundred Thirty-Two and 88/100 Dollars (\$ 4,232.88 ). Which indebtedness is

- advances and readvances are made at the option of the Mortgagee, or otherwise, will be secured by this instrument up to the maximum principal amount hereinabove set forth plus interest thereon, court costs and attorney's fees until all of said indebtedness has been satisfied in full.
- (b) The agreements herein shall inure to the benefit of Mortgagee, its successors and assigns, and any successor or assign of Mortgagee may make advances hereunder, and all advances and all other indebtedness of Mortgagor to such successor or assign shall be secured hereby.
- (c) Whenever in this Mortgage one of the parties hereto is named or referred to, the heirs, legal representatives, successors and assigns of such parties shall be included and all covenants and agreements contained in this Mortgage by or on behalf of the Mortgagor or by or on behalf of the Mortgagee shall bind and inure to the benefit of their representatives, heirs, successors and assigns, whether so expressed or not.
- (d) The headings of the sections, paragraphs and subdivisions of this Mortgage are for the convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof.
- (e) If fulfillment of any provision hereof or any transaction related hereto or to the Note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then *ipso facto*, the obligation to be fulfilled shall be reduced to the limit of such validity; and if such clause or provision herein contained operates or would prospectively operate to invalidate this Mortgage, in whole or in part, then such clause or provision only shall be held for naught, as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect.
- (f) This Mortgage shall be construed and enforced in accordance with the laws of South Carolina.

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PAID IN FULL AND SATISFIED THIS 16<sup>th</sup> DAY OF Sept. 1984  
 SOUTHERN BANK AND TRUST COMPANY  
 Greenville, SOUTH CAROLINA  
 BY: [Signature] BY: [Signature]  
 WITNESS WITNESS  
 DONNIE S. TANKERSLEY R.M.C. 10127  
 OCT 2 2 09 PM '84  
 GREENVILLE CO. S.C. FILED

Donnie S. Tankersley R.M.C.

OCT 2 1984