

FILED
CO. S. C.
SEP 17 4 35 PM '82
DONNIE TANNERSLEY
R.M.C.

Mortgage of Real Estate

County of

THIS MORTGAGE made this 17th day of September, 19 82

by J. Richard Kelly and F. Marion Hughes

(hereinafter referred to as "Mortgagor") and given to Bankers Trust of South Carolina

(hereinafter referred to as "Mortgagee"), whose address is P. O. Box 608, Greenville, South Carolina 29602

WITNESSETH:

THAT WHEREAS, J. Richard Kelly and F. Marion Hughes is indebted to Mortgagee in the maximum principal sum of Twenty-Five Thousand and No/100ths-- Dollars (\$ 25,000.00), which indebtedness is evidenced by the Note of J. Richard Kelly and F. Marion Hughes of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is 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 \$ 25,000.00 plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorneys 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 certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, and lying and being on the west side of Lorena Drive and being known and designated as Lot No. 6 on a plat entitled "Lorena Park Subdivision", said plat being recorded in Plat Book SS at Page 171, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the west side of Lorena Drive, at the joint front corner of Lots 5 and 6 and running thence with the line of Lots 5 and 6, N. 85-36 W. 162.2 feet to an iron pin at the joint rear corner of said lots; thence S. 0-15 W. 80.3 feet to an iron pin at the joint rear corner of Lots 6 and 7; thence S. 85-36 E. 154.5 feet to an iron pin on Lorena Drive; thence with said Drive, N. 4-24 E. 80 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Charles H. Garrett and Adrienne D. Garrett, dated April 17, 1981 and recorded April 22, 1981 in the RMC Office for Greenville County, South Carolina in Deed Book 1146 at Page 728.

This mortgage is junior in rank to that certain mortgage to South Carolina Federal Savings and Loan Association dated February 9, 1973 and recorded February 12, 1973, in Mortgage Book 1266 at Page 450.

10817025 000

STATE OF SOUTH CAROLINA
DOCUMENTARY STAMP TAX
10.00

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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