State of South Carolina

ORTH SOUND S

County of GREENVILLE

THIS MORTGAGE is dated __October 26

_, 19.82__

THE "MORTGAGOR" referred to in this Mortgage is. Robert D. Jarvis (being the same person as shown by deeds as Robert B. Jarvis)
THE "MORTGAGEE" is BANKERS TRUST OF SOUTH CAROLINA, whose address is P.O. Box 608

Greenville, South Carolina 29602

THE "NOTE" is a note from Robert D. Jarvis

to Mortgagee in the amount of \$60,000.00 , dated <u>October 26</u> , 19.82. 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 <u>October 26</u>, 19.89. 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 \$\frac{100,000.00}{,} 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.

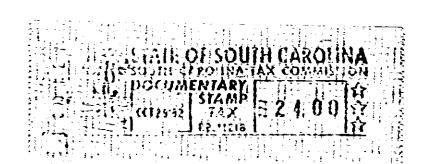
THIS MORTGAGE is given to secure to Mortgagee the repayment of the following amounts, with interest: (a) the Indebtedness evidenced by the Note; (b) any Future Advances made under paragraph 13 below; (c) Expenditures by Mortgagee under paragraph 5 below; and (d) attorneys' fees, court costs and other 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 Paris Mountain Township, County of Greenville, State of South Carolina, shown and designated as Lot 104 of a Subdivision known as "Buxton" according to a plat thereof by Piedmont Engineers and Architects which is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4N, Pages 2-4.

DERIVATION: This being the same property conveyed to Mortgagor herein by deed of Larry G. Shaw Builder, Inc. as recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1041, Page 700, on August 24, 1976, and by deed of Marilyn L. Jarvis as recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1132, Page 421 on September 2, 1980.

In addition to the above referenced note, this mortgage shall also secure a certain note executed by Mortgagor dated August 26, 1980, said note having a current principal balance of \$38,144.99.

This mortgage is junior and second in lien to that certain note and mortgage given to Fidelity Federal Savings and Loan Association (now American Federal Savings and Loan Association) as recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1338, Page 984, on May 12, 1975.



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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