

FILED
GREENVILLE CO. S. C.
MAR 26 1 19 PM '78
DONNIE S. TANKERSLEY
R.M.C.

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE
ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JOHNNY STEPHEN BAILEY AND JANE S. BAILEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto BANKERS TRUST OF SOUTH CAROLINA, N. A.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of -----

SEVEN THOUSAND TWO HUNDRED FIFTY-FIVE & 80/100 Dollars (\$ 7, 255. 80 --) due and payable

AS SET FORTH IN SAID NOTE,

SET FORTH IN SAID NOTE

with interest thereon from DATE at the rate ~~10~~ / ~~XXXXXXXXXXXX~~, to be paid: MONTHLY.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"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, City of Greenville, designated as a portion of Lot No. 77, Section A, and all of Lot No. 78 of Section A of Ellerson Acres, as shown on a plat thereof recorded in the RMC Office for Greenville County in Plat Book EE at Pages 160 and 161, located on Lockwood Avenue, and having the courses and distances shown on said plat.

THIS Mortgage is junior in lien to a certain mortgage in favor of First Federal Savings and Loan Association of Greenville, South Carolina, in the amount of \$34, 200.00, recorded in the RMC Office for Greenville County in Mortgage Book 1282 at Page 437.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, as well as the rents, issues, and profits which may arise or be had therefrom and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner, it being the intention of the parties hereto that all fixtures and appurtenances, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagee covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully and duly entitled to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee herefrom and against the Mortgagor and all persons who may ever lawfully claim the same or any part thereof.

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