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GREENVILLE, CO. S. C.

BOOK 1372 PAGE 873

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

JUL 16 10 34 AM '76  
DONNIE S. TANKERSLEY  
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Robert E. Howard and Martha M. Howard

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Bankers Trust of South Carolina

(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 Forty-One Thousand and No/100ths

Dollars (\$ 41,000.00 ) due and payable

in monthly installments of \$343.17 commencing on the 1st day of September, 1976 and continuing on the 1st day of each month thereafter until paid in full, with the final balance being due and payable on August 1, 1996, said payments to be applied first to interest and then to principal,

with interest thereon from date at the rate of eight per centum per annum, 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:

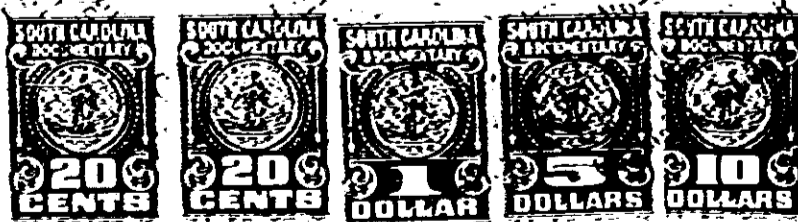
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of

ALL that certain piece, parcel or lot of land situate, lying and being in the city and county of Greenville, State of South Carolina, on the eastern side of McDaniel Avenue, and being shown on a plat of property of Robert E. Howard and Martha M. Howard, by Dalton & Neves Co., dated July 1976, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 5U, at page 95 and having according to said plat the following metes and bounds to-wit:

BEGINNING at an iron pin on the eastern side of McDaniel Avenue, which iron pin is located 117 feet from the southeastern intersection of McDaniel Avenue and Cleveland Street and running thence S. 84-58 E. 190 feet to an iron pin; thence S. 4-00 W. 69.9 feet to an iron pin; thence N. 84-58 W. 190 feet to an iron pin on the eastern side of McDaniel Avenue; thence with the eastern side of said McDaniel Avenue N. 4-00 E. 69.9 feet to the point of beginning; and being the same property conveyed to the Mortgagors herein by deed of Charles S. Moss dated July 15, 1976, recorded in the R.M.C. Office for Greenville County

And it is agreed between the parties hereto that in the event the property embraced by this mortgage is sold or otherwise conveyed by the Mortgagor prior to the time that the lien created hereby is fully satisfied, or if the title to such property shall become vested in any other person or entity in any manner whatsoever other than because of the death of the Mortgagor, then and in such event, the remaining principal balance secured by this mortgage, together with all accrued interest, shall at once become due and payable, at the option of the legal holder hereof.

It is further agreed that if Robert E. Howard shall cease to be an employee of Bankers Trust of South Carolina, or a subsidiary, for any reason other than death, then, and in such event, the remaining principal balance secured by this mortgage, together with all accrued interest, shall at once become due and payable, at the option of the legal holder hereof.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 equipment, 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 Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized 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 Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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