

GREENVILLE CO. S.C.  
Greenville, S.C.  
AUG 16 10 40 AM '76

BOOK 1375 PAGE 439

DONNIE S. TANKERSLEY  
R.H.C.

MORTGAGE OF REAL ESTATE TO SECURE NOTE-WITH INSURANCE TAX  
AND ATTORNEY'S FEES CLAUSES

The State of South Carolina, }

John W. Grady, III  
TO

Bankers Trust of S. C., N. A.

COUNTY OF Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Send Greeting:

WHEREAS I/We the said John W. Grady III  
in and by my (our) certain promissory note bearing date the 14 day of July A.D. 19 76, stand firmly held  
and bound unto the said Bankers Trust of South Carolina N. A., or order, in the sum of  
Eight Thousand Two Hundred Dollars, payable in sixty successive monthly installments, ~~and~~  
according to terms of note , Dollars, except the final installment, which shall be the balance then due, the  
first payment commencing on the first day of , 19 , and on the first day of each month thereafter until  
paid, as in and by the said note and condition thereof, reference being thereunto had, will more fully appear.

Now, Know All Men, That I/We The Said John W. Grady III for and in consideration of the  
said debt and the sum of money aforesaid and for better securing the payment thereof, and to secure any renewal or extension of said note;  
also to secure any other present or future indebtedness or liability of grantor to grantee or to subsequent holders of said note, including any  
sums paid by grantee or its assigns for the purpose of obtaining the discharge in whole or in part of any taxes or contractual or statutory liens  
or other encumbrances against said described property and also in consideration of value received at and before the sealing and delivery of these  
presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents, do grant, bargain, sell  
and release unto Bankers Trust of S. C., N. A. its successors and assigns the following described  
property to wit:

All that certain piece or parcel of land lying and being in ward one of the city  
of Greenville and located on Hampton Ave. between Butler and Hudson Streets and  
fronting on 54.3 feet on Hampton Ave. being bounded by lots 313 and 317 Hampton  
Ave.

Mortgagor expressly waives the right to any appraisal law of the State of  
South Carolina and agrees that parsonal liability upon foreclosure will exist  
for the full difference between the amount of judgement of foreclosure and the  
amount relized from judicial sale



Together with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise  
incident or appertaining.

To Have and to Hold all and singular, the said Premises unto the said Bankers Trust of S. C. R. A.  
its successors, Heirs and Assigns forever.

And I do hereby bind myself and my heirs Heirs, Executors and  
Administrators, to warrant and forever defend all and singular the said Premises unto the said  
its successors, Heirs and Assigns, from and against  
me and my Heirs, Executors, Administrators and Assigns and all persons lawfully  
claiming, or to claim the same, or any part thereof.

And it is agreed by and between the said parties that in case of default in any of the payment of interest or principal or of the taxes or  
insurance premiums as herein provided for, the whole amount of the debt secured by this mortgage shall become due and payable at once.

And it is Further Agreed, by and between the said parties, that the said John W. Grady III, his  
Heirs, Executors or Administrators, shall and will insure the house and buildings on said lot, and keep the same insured from loss or damage by  
fire, and assign the Policy of Insurance to the said Bankers Trust of South Carolina, N.A.  
and in case that or shall, at any time, neglect or fail to do so, then the said Bankers Trust  
of South Carolina, N.A. may cause the same to be insured in  
their name, and reimburse themselves for the premium and expenses of such insurance, together with interest on the amount so paid, at the rate  
of Six (6%) per cent, per annum, from the date of such payment, under this Mortgage.

And it is Further Agreed and Covenanted, by and between the said parties, that until the debt hereby secured be paid, the said Mortgagor  
Heirs, Executors, Administrators or Assigns, shall and will pay all taxes on the property hereby mortgaged, when due and  
payable, and in case said mortgagor(s) shall fail to do so, the said Mortgagee, its Executors, Administrators or Assigns, may pay said taxes,  
together with any costs or penalties incurred thereon, or any part thereof, and reimburse itself for the same, together with interest on the  
amount so paid, at the rate of Six (6%) per cent, per annum, from the date of such payment, under this Mortgage.

Provided Always, Nevertheless, and it is the true intent and meaning of the parties to these Presents, that if I/We the  
John W. Grady III do and shall well and truly pay, or cause to be paid, unto the said  
aforesaid, with the interest thereon, if any shall be due, according to the true and meaning of the said note and all sums of money provided to be

paid by the Mortgagor his heir Heirs, Executors, Administrators or Assigns, together with the interest thereon,  
if any shall be due, under the covenants of this Mortgage, then this Deed of Bargain and Sale shall cease, determine and be utterly null and  
void; otherwise it shall remain in full force and virtue.

And it is Agreed, by and between the said parties, that heirs and  
assigns are to hold and enjoy the said Premises until default of payment shall be made.

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