

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MAR 17 3 16 PM '77
CONNIE S. TANFENSLY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS, REX F. BAILEY AND LINDA C. BAILEY

(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 EIGHT THOUSAND FIVE HUNDRED TWENTY THREE AND 60/100----- Dollars (\$ 8523.60-----) due and payable

in 60 monthly payments of \$142.06 each beginning February 15, 1977 and continuing until paid January 15, 1982. (\$8523.60 includes all interest based upon actual loan amount of \$6,000.00)

with interest thereon from date at the rate of 11.65 per centum per annum, to be paid: with each installment

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, Town of Mauldin, and being shown as Lot 46 on a plat of Bishop Heights Subdivision, which plat is recorded in the RMC Office for Greenville County in Plat Book BBB, page 171, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Leake Street, at the joint front corner of Lots 46 and 47 and running thence with the joint line of said lots, S. 72-43 E., 224.6 feet to an iron pin; thence S. 11-47 W., 150 feet to an iron pin at the joint rear corner of Lots 46 and 45; thence with the joint line of said lots, N. 64-20 W., 278.1 feet to an iron pin on the eastern side of Leake Street, thence with the side of said Street, N. 25-42 E., 110 feet to an iron pin at the point of beginning.

This is the identical property conveyed to the mortgagors by deed of Alvin W. Greene, recorded in the RMC Office for Greenville County on December 4, 1968 in Deed Book 857, Page 274.

This mortgage is second and junior in lien to that certain mortgage held by First Federal Savings & Loan Association recorded in Mortgage Book 1111 at Pag 215 on December 4, 1968 in the original amount of \$22,200.00

The within note and mortgage is not assumable without the bank's written permission; the borrower expressly waive the right to State Statutue No. 45-88 through 45-96 more specifically, waive the right to an appraisal and agree that personal liability will exist for the full difference between the amount realized from judicial sale and the amount of the debt.

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Together with all and singular rights, members, herditaments, and appurtegnances to the same belonging in any way incident or appertaining, and of all 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 such 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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