

FILED
GREENVILLE CO. S.C.

1977 MAR 23 11:30 AM 678

THE STATE OF SOUTH CAROLINA

MAR 23 11:30 AM '77

COUNTY OF ~~OXFORD~~ GREENVILLE

CONCE S. TANKERSLEY
R.M.C.

To All Whom These Presents May Concern: we, Bobby L. Banks and

Gloria A. Banks hereinafter referred to as "MORTGAGOR" SEND GREETING:

Whereas, the said Mortgagor in and by his certain promissory note in writing, of even date with these Presents, is well and truly indebted to Southern Bank and Trust Company, Greenville, S.C.

, hereinafter referred to as the "MORTGAGEE", in the full and just sum of Thirty-six Thousand, Two Hundred Thirty-seven 81/100 Dollars , to be paid as follows: equal monthly installments of \$1,200.00 beginning April 1, 1977, payments applied first to interest accrued through the date of receipt thereof: with the balance of each payment applied to principal: and the entire balance to be paid in full on or before February 25, 1980

with interest thereon ~~from~~ as provided in said note , ~~until~~

~~until~~ until

paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of his interests to place and the holder should place the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including a reasonable amount of the indebtedness as attorneys' fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as part of said debt; and WHEREAS, it is contemplated by and between the Mortgagor and the Mortgagee that additional advances may be hereafter made to the Mortgagor, or his successor in title, which additional advances or loans may be made from time to time at the option of the Mortgagee, which shall be evidenced by note or notes of the Mortgagor or his successor in title, and shall bear such rate of interest and shall mature as may be hereafter agreed upon; provided, however, that nothing herein contained shall require the Mortgagee to make such additional advances or loans. The total amount of existing indebtedness and future advances outstanding at any one time shall not exceed the maximum principal of Thirty-six Thousand, Two Hundred Thirty-seven 81/100 Dollars (\$ 36,237.81).

NOW KNOW ALL MEN, that the said Mortgagor, for and in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to the said mortgagor, in hand well and truly paid by the said mortgagee at and before the signing 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 the said Mortgagee and Mortgagee's heirs and/or successors and assigns forever:

All that piece, parcel or lot of land situate, lying and being in the County of Greenville, City of Greenville, State of South Carolina, on the southeastern side of Rock Creek Drive being known and designated as Lot Number 1 on a plat of a subdivision called Fairway Woods dated June, 1967, prepared by Dalton & Neves, Engineers, of record in the office of the RMC for Greenville County in Plat Book 000, page 113.

This being the identical property conveyed to Bobby L. Banks and Gloria A. Banks by deed recorded in Deed Book 872, page 113, records of Greenville County, South Carolina, from N. Barton Tuck, Jr. and recorded on July 17, 1969.

DOCUMENTARY
STAMP
TAX
\$ 14.52

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