

MORTGAGE - INDIVIDUAL FORMER JOHN M. DILLARD, P.A., GREENVILLE, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JOHNIE S. TANKERSLEY
R.H.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JOHN W. GRADY, III

(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

TEN THOUSAND AND NO/100 ----- Dollars (\$10,000.00) due and payable
in monthly installments in the sum of \$202.76 each commencing on March 23, 1977
and on the 23rd day of each month thereafter until paid in full; all payments to
apply first to interest with balance to principal

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 piece, parcel or lot of land, situate, lying and being on the north-eastern side of Hampton Avenue, in the City and County of Greenville, South Carolina, being shown and designated as Lot No. 19 in Block 1, on Sheet 18 of Greenville County Tax Maps being known as the Loula McBee Briggs homeplace and being more particularly described as follows:

BEGINNING at a point on the northeastern side of Hampton Avenue at the corner of property shown on the Greenville County Tax Maps as Lot No. 20, said point being located 55.75 feet, more or less, west of property now or formerly owned by Allie Gentry Jester, and running thence with the northeastern side of Hampton Avenue, in a southwesterly direction 90.40 feet to a point; thence continuing with said side of Hampton Avenue 10 feet to a point; thence in a northeasterly direction along the line of Lot 18.1, 247 feet to a point on the western side of an alley; thence with said alley 10 feet to a point; thence continuing with said alley 90.81 feet to a point on the line of Lot No. 20; thence with the line of Lot No. 20 in a southwesterly direction 245 feet to a point on Hampton Avenue, the point of BEGINNING, the same being a 10-foot strip conveyed by deed of Henry Briggs to Loula M. Briggs appearing of record in Deed Book 200, page 224 and being a portion of property conveyed by deed of Harriett B. McBee etal to Loula M. Briggs (then known as Emala Louisa McBee or Loula M. McBee) by deeds recorded in the R. M. C. Office for said County and State in Deed Book 00, page 244 and Deed Book 00, page 246.

The above described property is the same conveyed to John W. Grady, III by deed of William Lewis Cleveland recorded in Deed Book 974, page 424 on May 11, 1973, by deed of Elva L. Grady recorded in Deed Book 974, page 421 on May 11, 1973 and by deed of The South Carolina National Bank of Charleston as Executor of the Estate of Maidelle Cleveland Briggs recorded in Deed Book 974, page 433 on May 11, 1973.

The above described property is subject to a loan given by John W. Grady, III to Security Federal Savings and Loan Association in the original sum of \$46,000.00, recorded in Mortgage Book 1339, page 467.

The mortgagor expressly waives the right of any appraisal laws of the state of South Carolina including South Carolina Code of Laws Sections 45-88 through 45-96 and agrees that personal liability upon foreclosure will exist for the full difference between the amount of the judgement of foreclosure and the amount realized from judicial sale.

together with all and singular rights, members, herditaments, and appurtenances 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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.