

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED
GREENVILLE CO. S. C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

MORTGAGE OF REAL ESTATE

JUN 24 4 52 PM '77

WHEREAS, Fred J. Finley
DORRIS S. TANKERSLEY
R.M.C.

(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 Nine Thousand Forty-three and 80/100 (\$9,043.80)

Dollars (\$9,043.80) due and payable
in sixty (60) consecutive monthly installments of One Hundred Fifty and 73/100 (\$150.73)
Dollars by the first day of each month, beginning August 1, 1977, and a like sum thereafter
until paid in full

annual Percentage

with interest thereon from date at the rate of Fourteen per centum per annum, to be paid:
under the terms of the promissory note referred to herein and executed this date.

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:

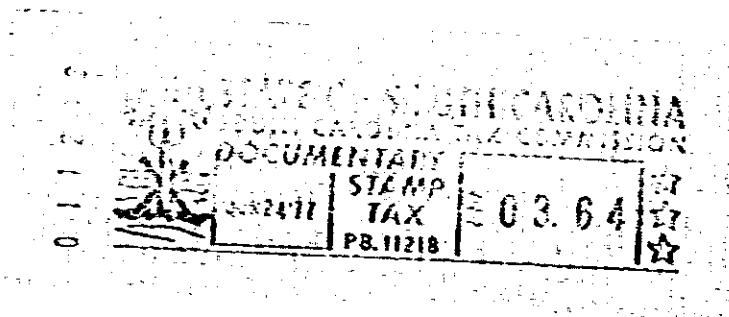
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, and being at the southeastern corner of the intersection of Nottingham Road with Legrand Boulevard in the City of Greenville, and known and designated as Lot 170 of a subdivision known as Sherwood Forest, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book GG, at Pages 70 and 71, said lot having such metes and bounds as shown thereon.

The within property is the same property conveyed to the mortgagor herein by that certain deed of Alexander Gray Clark and Annie Mae H. Clark, dated October 8, 1969, and which said deed was recorded in the R.M.C. Office for Greenville County, South Carolina, on October 8, 1969, in Deed Book 877, at Page 266.

This is to expressly establish that the within note and mortgage is not assumable without written permission from the Mortgagee.

This is to expressly establish that the Mortgagor herein waives the right to State Statute 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, 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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