

MORTGAGE OF REAL ESTATE-Office of CLARENCE S. WATKINS, Attorney at Law, Greenville, S. C.

1479-812

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PH '79
WATKINS

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Charles H. Rice and Loretta H. Rice

(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 Four Thousand and Fifty-nine & 52/100--

Dollars (\$ 4,059.52) due and payable in equal monthly installments of Two Hundred and Fifty-three (\$253.72) & 72/100 Dollars for sixteen months, the first payment to become due September 15, 1979, and the other payments to be due on the 15th day of each month thereafter

with interest thereon from the rate of None per centum per annum, to be paid: interest has been added

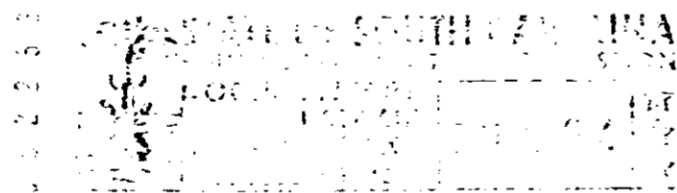
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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, in Greenville Township, being known and designated as the southeastern portion of Lot No. 4 on plat of Dunean Heights, recorded in Plat Book D, at page 67, RMC Office for Greenville County, and having, according to a plat made by C. S. Jones, recorded in Plat Book AA at page 20, the following netes and bounds, to-wit:

BEGINNING at an iron pin on the northwest side of Smythe Avenue, at the joint front corner of Lots Nos. 3 and 4 of Dunean Heights, and running thence along line of Lot No. 3, N. 54-15 W. 39.5 feet to an iron pin; thence S. 35-45 W. 60 feet through Lot No. 4 to a pin on the northeast side of Hillhouse Street; thence along the northeast side of Hillhouse Street, S. 54-15 E. 78 feet to an iron pin at the intersection of Hillhouse Street and Smythe Avenue; thence along the northwest side of Smythe Avenue, N. 3-10 E. 71.2 feet to the point of beginning.

The original mortgage was recorded in Mortgage Book 1295, Page 801. This is a new mortgage and stamps have already been paid on this money.



Derivation: Same property conveyed to Charles H. Rice by Constance S. Keith on April 5, 1965 in Deed Book 770 at page 444.

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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