

FILED  
GREENVILLE CO. S. C.

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HORTON, DRANDY, MARCHBANKS, ASHMORE, CHAPMAN & BROWN, P.A. 307 PETTIGRU ST., GREENVILLE, S.C. 29603

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

THOMAS S. TANKERSLEY MORTGAGE OF REAL ESTATE  
R.M.C.

BOOK 76 PAGE 1681

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Bankers Trust  
P. O. Box 603  
Greenville, South Carolina 29602

WHEREAS, William G. Gaines, Jr. and Bobbie W. Gaines (a/k/a Bobbi W. Gaines)

hereinafter referred to as Mortgagee) is well and truly indebted unto Bankers Trust of South Carolina, N.A.

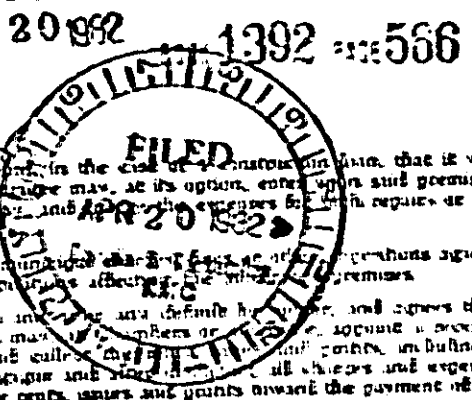
hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Five Thousand Eight Hundred Twenty and No/100

Dollars (\$5,820.00) due and payable

in sixty (60) equal monthly payments of \$97.00 each beginning May 5, 1977 and payable each month thereafter until paid in full.



23312  
APR 20 1977  
Kathy Bradford, West Clerk  
Thomas S. Tankersley  
R.M.C.



(1) That it will keep all improvements on the premises in the state of repair and repair as they may be required, and it will pay, when due, all taxes, public assessments, and other governmental or municipal charges and assessments against the premises. That it will comply with all governmental and municipal laws and ordinances affecting the premises.

(2) That it holds, owns, uses and profits of the mortgaged premises from and for the use and benefit of the Mortgagee, and agrees that should legal proceedings be instituted pursuant to this instrument, any judge having jurisdiction may, in his or her discretion, appoint a receiver of the mortgaged premises, with full authority to take possession of the mortgaged premises and collect the rents and profits, including reasonable rental to be fixed by the Court in the event said premises are occupied by the Mortgagee and the receiver shall apply the rents and profits toward the payment of the debt secured hereby.

(3) That if there is a default in any of the terms, conditions, or covenants of this mortgage, or of the note secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgagee to the Mortgagee shall become immediately due and payable, and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party of any suit in which this Mortgagee or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of any attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.

(4) That the Mortgagee shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this instrument that if the Mortgagee shall fully perform all the terms, conditions, and covenants of the mortgage and of the note secured hereby, that then this mortgage shall be utterly null and void, otherwise to remain in full force and virtue.

(5) That the covenants herein contained shall bind and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the Mortgagee's hand and seal this 24th day of March 1977.  
Thomas S. Tankersley  
R.M.C.

24th day of March 1977  
Witness  
William B. Davis, Jr.  
R.M.C.

1681

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