

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

1398 909

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, George Petusky, Jr.

(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 Seven Thousand Seven Hundred Twenty-six and 32/100-----Dollars (\$ 7,726.32 ) due and payable

in thirty-six (36) consecutive monthly installments of Two Hundred Fourteen and 62/100 (\$214.62) Dollars each, the first installment being due July 10, 1977,

annual percentage rate.

with interest thereon from date at the rate of 13% ~~XXXXXXXXXXXXXXXXXXXX~~

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, City of Greenville, being known and designated as Lot 404 on Plat of Gower Estates, Section D, plat of which is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book RR, pages 192 and 193, and having, according to said plat, the following metes and bounds, to-wit:

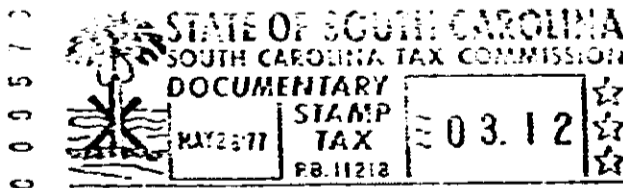
BEGINNING at an iron pin on the Southerly side of Pimlico Road, joint front corner Lots 403 and 404; and running thence S. 24-29 E. 167.6 feet to an iron pin; thence S. 55-24 W. 90 feet to an iron pin; thence N. 34-36 W. 174.65 feet to an iron pin on Pimlico Road, joint front corner Lots 404 and 405; thence along Pimlico Road N. 55-11 E. 42.05 feet to a point; thence continuing along Pimlico Road, N. 62-33 E. 78 feet to an iron pin, the point of beginning.

THIS being the same property conveyed to Mortgagor by deed of Carroll B. Long recorded in the R.M.C. Office for Greenville County on December 29, 1965, in Deed Book 789 at page 20.

That the within note and mortgage is not assumable without the bank's written consent.

THIS IS A SECOND MORTGAGE

That the borrower expressly waive 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.



Together with all and singular rights, members, hereditaments, 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.

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