

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

23 4 27 1976
DORRIS STANWISLE
I.R.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JOHN H. MANLEY

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 FIVE HUNDRED THIRTY-SIX AND 96/100--- Dollars (\$ 10,536.96) due and payable Eighty-Four (84) payments of One Hundred Twenty-Five and 44/100 (\$125.44) Dollars beginning May 27, 1976 and payable each month thereafter until paid in full.

with interest thereon from MAY 27, 1976 at the rate of 11.37 per centum per annum, to be paid: AS SET OUT ABOVE

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

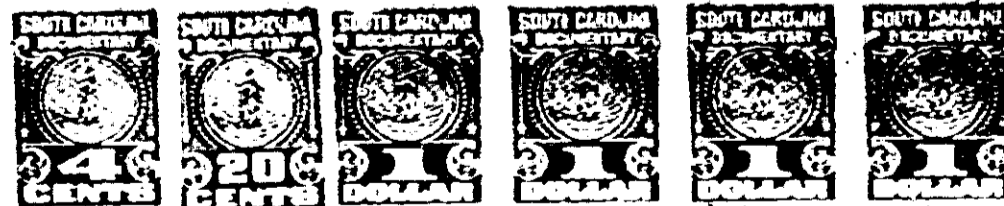
ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Gantt Township, on the southern side of a Thirty foot Road leading northwesterly from the P. & N. Railway right of way, being the northern portion of those certain lots known and designated as Lots Numbers Seventeen and Eighteen (Nos. 17 and 18) on a plat of survey of "Oakvale Farms" subdivision, made by C. C. Jones, C. E., August 1941, recorded in Plat Book "M" at Page 15 in RMC Office and according to said plat, in part, having the following metes and bounds, to-wit:

BEGINNING at an iron stake in line of property now, or formerly, owned by Hamilton and by E. F. Davis, and running thence S. 29-41 W. 262 feet to a stake on the northern side of gulley; thence along the said northern side of, and with, said gulley, N. 73 1/2 E. 158 feet to bend; thence N. 77 1/2 E. 111 feet to bend; thence S. 73 1/2 E. 123 feet and six (6) inches to bend; thence S. 83 E. 94 feet to bend; thence N. 72 1/2 E. 100 feet to stake; thence N. 20-17 E. 85 feet and four (4) inches to a stake on Roadside; thence N. 75 3/4 W. 149 feet to angle in Road; thence N. 80 3/4 EWR feet to the point of beginning; and containing One and 85/100 (1.85) acres, more or less.

It is agreed by all parties that the mobile home situate on the above land is considered part of the real estate and is covered by this mortgage.

That the within note and mortgage is not assumable without the bank's written permission;

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 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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