

TO ALL WHOM THESE PRESENTS MAY CONCERN DONNE S. SPINNEY, R.M.C.

WHEREAS, BENJAMIN GAUSE AND ROGER GAUSE

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

TWENTY-FOUR THOUSAND AND 00/100----- Dollars \$24,000.00, due and payable

AS FOLLOWS: \$1,000.00 plus interest computed on unpaid principal balance due June 13, 1976 and December 13, 1976, with remaining principal balance due June 13, 1977.

with interest thereon from date at the rate of NINE per centum per annum, to be paid: with each installment

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, located off Log Shoals Road

and lying on the east bank of the Reedy River and being known and designated as Lots nos. 3,4,5,6,7,8 and 9 on plat of property of Benjamin Gause prepared by Engwright Associates, Surveyors, and having such metes and bounds as appear by reference to said plat.

The undersigned mortgagor does hereby certify unto the mortgagee that this is to refinance an existing indebtedness which was incurred solely for commercial and/or business uses and such mortgage does not cover the residence of the mortgagor.

STATE OF SOUTH CAROLINA) COUNTY OF GREENVILLE) MORTGAGE SUBORDINATION AGREEMENT XXX

FOR VALUE RECEIVED, I, the undersigned, Eunice A. Baswell, do hereby agree that the mortgage held by me in the amount of \$15,000.00 recorded in mortgage book 1315 at page 739 in the RMC Office for Greenville County shall be subordinate and junior in lien to the within mortgage executed by Benjamin Gause to Bankers Trust of South Carolina, N. A. on January 13, 1976 in the amount of \$24,000.00 as to lots 3,4,5,6,7,8 & 9.

WITNESS my hand and seal this 24 day of May, 1976.

Barbara M. Spinney

Eunice A. Baswell

STATE OF SOUTH CAROLINA) COUNTY OF GREENVILLE) PROBATE

PERSONALLY appeared the undersigned witness and made oath that she saw the within named Eunice A. Baswell sign, seal and as her act and deed deliver the within Mortgage Release, that that she, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this day of \_\_\_\_\_, 1976.

Barbara M. Spinney

Commission expires: \_\_\_\_\_

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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