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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

() HAIE S.TANKERSLEY MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

CHARLES VERNON JOHNSON

(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

Ten Thousand Five Hundred Seventy Nine and 80/100 Dollars (\$10,579,80) due and payable in sixty (60) consecutive monthly, installments of One Hundred Seventy Six and 33/100 (\$176,33) Dollars each, the first installment being due August 28, 1977, annual percentage rate

date with interest thereon from

at the rate of 14%

KXXXXXXXXXXXXX to be paid:

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, and more particularly described as follows: In the City of Greenville, on the western side of Summit Drive, being known and designated as a part of Lot No. 8 of the property of C. Douglas Wilson, a plat of which is recorded in the RMC Office for Greenville County in Plat Book AA, page 97, and having such metes and bounds as shown on said plat, and on a more recent plat by Dalton & Neves dated January, 1960 which plat is recorded in the RMC Office for Greenville County in Plat Book TT page 111.

THIS IS A SECOND 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 specfically, 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.

THIS being the same property conveyed to mortgagor by deed of Philip N. Brownstein of Washington, D.C., as Federal Housing Commissioner, recorded in the RMC Office for Greenville County on July 9, 1965 in Deéd Book 777 at Page 233.

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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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.