

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLEAUG 26 3 34 PM '77  
DONNIE S. TANKERSLEY  
R.H.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN.

WHEREAS, JOHN W. GRADY, III

(hereinafter referred to as Mortgagor) is well and truly indebted unto BANKERS TRUST OF SOUTH CAROLINA, Greenville, S.C.

(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

Five Thousand Eight Hundred and No/100-----Dollars (\$5,800.00-----) due and payable \$120.40 per month commencing September 15, 1977 and continuing on the same day of each and every month thereafter until paid in full.

with interest thereon from date hereof at the rate of nine (9%) per centum per annum, to be paid annually

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:

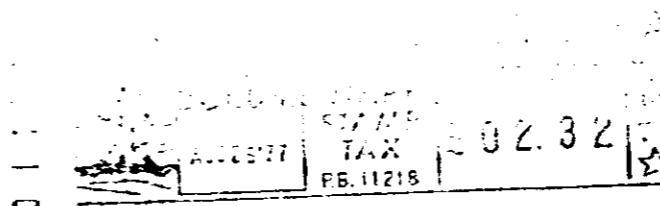
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagee in hand well and truly paid by the Mortgagor 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:

IV 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, Ward One of the City of Greenville, being located on Hampton Avenue, between Butler Avenue and Hudson Street and having the following metes and bounds, to-wit:

BEGINNING at the corner of a stone wall on the south side of Hampton Avenue and running thence S 50-12 E 54.3 feet to an iron pin; thence S 39-45 W 150 feet to an iron pin on alley; thence along the side of said alley N 55-12 W 55 feet to an iron pin; thence N 40 E 150 feet to the beginning corner.

THIS is the same property conveyed from The South Carolina National Bank, a national banking corporation, as Substitute Trustee of Trust A under the Will of J. C. Cannon to John W. Grady, III dated November 18, 1974 and recorded in the RMC Office for Greenville County, South Carolina on November 29, 1974 in Deeds Vol. 1011 at Page 93.

1. This loan is not to be assumed by any person unless such assumption is approved by Bankers Trust Co. of South Carolina.
2. The Mortgagor expressly waives the right to any appraisal laws of the State of South Carolina, including South Carolina Code Sections 45-88 through 45-96, and agrees that personal liability upon foreclosure will exist for the full difference between the amount of judgment of foreclosure and the amount realized from a judicial sale.



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 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 entitled 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 who may lawfully claim the same or any part thereof.