

STATE OF SOUTH CAROLINA GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE
COUNTY OF GREENVILLE

FILED
SEP 21 11 37 AM '77
DONNIE S. TANKERSLEY
R.M.C.

BOOK 1410 PAGE 437

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WE, FRANKLIN MITCHELL and JOANNE MITCHELL

(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, Five Hundred Sixty and 60/100** -----
----- Dollars (\$ 7,560.60) due and payable
in sixty monthly payments of \$126.01 on the 4th day of each and every month commencing November 4, 1977 and continuing until paid in full; payments applied first to interest, balance to principal.

with interest thereon from date at the rate of **14%** per centum per annum, to be paid **monthly**

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:

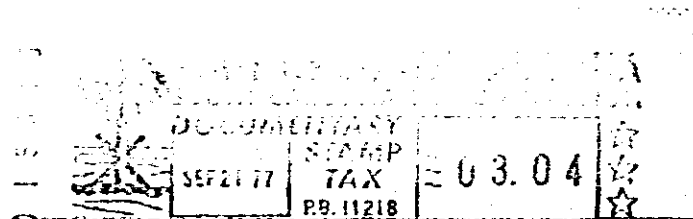
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, on Raintree Lane, being shown and designated as Lot No. 53 of Section 1, Pelham Woods on a plat recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4F at Page 43 and according to said plat, has the following metes and bounds, to-wit:

BEGINNING at an iron pin on Raintree Lane joint corner of Lots Nos 52 and 53; thence S. 10-38 E 105 feet along Raintree Lane to an iron pin; joint front corner of Lots Nos. 54 and 53; thence S. 079-22 W. 150 feet to an iron pin, joint rear corner of Lots Nos. 53, 54 and 36; thence north along joint line of Lots Nos. 36 and 53, N. 10-38 W., 105 feet to an iron pin joint rear corner of Lots Nos. 52 and 53 and Lot No. 36; thence along the joint lines of Lots Nos. 52 and 53 N. 79-22.E. 150 feet to the beginning corner.

This is a second mortgage junior in lien to a prior mortgage executed by the Mortgagors in favor of First Federal Savings and Loan Association, Greenville, S. C. in the original sum of \$ 35,950.00 which mortgage appears of record in the RMC Office of Greenville County, S. C. in REM Vol. 1286 at Page 626.

Being the identical property conveyed to the Mortgagors by deed of Dixie Joe Jackson, et al dated July 13, 1973 and recorded in the RMC Office, Greenville County, S. C. in Deed Book 980 at Page 636 on August 1, 1973.



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

0437

4328 RV-2