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LAW OFFICES OF JOHN W. HOWARD, III, ATTORNEY AT LAW, 114 MANLY ST., GREENVILLE, S.C. 29601

THIS IS A SECOND MORTGAGE

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED
CO. S. TO ALL WHOM THESE PRESENTS MAY CONCERN:

MAR 6 12 20 PM '80

WHEREAS, Charles R. Gautreaux, RMC
ERSLEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto Bankers Trust Company

(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 Six Thousand Eight Hundred Twenty-One and 28/100

----- Dollars (6,821.28) due and payable
in Thirty-Six (36) monthly installments of One Hundred Eighty-Nine and 48/100 (\$189.48) Dollars each until paid in full, the first installment being due on March 21, 1980,

with interest thereon from date at the rate of 14.0 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 the south side of Airport Road, also known as Lowndes Hill Road and being made up of Lots 26 & 27 of subdivision known as East Lynne as shown on plat thereof made by Dalton & Neves, June, 1931, and recorded in the RMC Office for Greenville County in Plat Book H-195, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of Lowndes Hill Road at the corner of Lot 25 and running thence along the line of said Lot, S. 9-14 E. 163.7 feet to an iron pin at the rear line of Lot 22; running thence along the rear line of Lot 22 and the northern line of Lot 14, N. 81-02 E. 57.3 feet to an iron pin at the rear corner of Lot 28; running thence along line of that lot, N. 9-14 W. 164 feet to an iron pin on the south side of Lowndes Hill Road; thence along said Road, S. 80-43 W. 57.3 feet to the beginning corner.

This being the same property conveyed to the Mortgagor herein by Deed of Evelyn R. Mills Silver, which Deed was recorded on October 17, 1978, in the RMC Office for Greenville County in Deed Book 1090-141.

The Mortgagee's mailing address is P. O. Box 608, Greenville, S.C. 29602

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

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