

FILED
GREENVILLE S.C.

MORTGAGE

1983 AUG 12

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THIS MORTGAGE is made this 12th day of August 1983, between the Mortgagor, John T. Gilbert, III and Dianna W. Gilbert, R.M.C. (herein "Borrower"), and the Mortgagee, Bankers Trust of South Carolina, a corporation organized and existing under the laws of the State of South Carolina, whose address is c/o Bankers Mortgage Corporation, P.O. Drawer F-20, Florence, S.C. (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of One hundred five thousand, three hundred and 00/100 (105,300.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 12, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 2013

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

ALL that certain piece, parcel or lot of land together with the improvements thereon, situate, lying and being in the City of Greenville, Greenville County, South Carolina, on the east side of McDaniel Avenue being shown as Lot No. 6-A and a northern portion of Lot No. 6 on plat of Alta Vista recorded in the RMC office for Greenville County in Plat Book G. at Page 20, and having, according to a more recent plat entitled "survey for John T. and Dianna W. Gilbert" by Arbor Engineering dated August 10, 1983, the following metes and bounds, to wit:

BEGINNING at an iron pin at the intersection of McIver Street and McDaniel Avenue and running thence with McIver Street S 84-35 E 164.80 feet to an iron pin in the corner of Lot no. 7; thence S 4-20 W 120.13 feet to an iron pin in the line of Lot no. 8; thence N 84-32 W 164.75 feet to an iron pin on McDaniel Avenue; thence with McDaniel Avenue N 4-19 E 120 feet to an iron pin, the point of BEGINNING.

The above described property is the same property conveyed to the Mortgagors by Deed of Bankers Trust of South Carolina to be recorded herewith.

which has the address of 501 McDaniel Avenue, Greenville, South Carolina 29601 (Street) (City) (herein "Property Address"); (State and Zip Code)

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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