GREENVILLE: CO. S. C.

Mann, Foster & Richardson, Attorneys at Law, Greenville, \$6.23 3 57 PH 77

BOOK 1375 FAGE 983

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

BONNIE S TANKERSLEY MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Milorad Krstovic and Elfriede Krstovic

(hereinafter referred to as Mortgagor) is well and truly indebted unto Bankers Trust of South Carolina, N.A.

(hereinaster 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

Thirty Two Thousand Five Hundred Sixty Six and 20/100----- Dollars (\$32,566.20) due and payable

in sixty (60) payments of \$542.77, beginning October 5, 1976, and payable on the 5th day of each month thereafter until paid in full,

with interest thereon from date at the rate of 10.76 per centum per annum, to be paid: after maturity

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, situate, lying and being on the northwestern side of Ridgecrest Drive, in the City of Greenville, County of Greenville, State of South Carolina, being shown as Lot 69 and a part of Lot 70 on a plat of Vista Hills as recorded in the RMC Office for Greenville County, South Carolina in Plat Book P, at Page 149, and having according to a survey made by R. W. Dalton, dated September, 1955, the following metes and bounds, to-wit:

Beginning at an iron pin on the northwestern side of Ridgecrest Drive, the joint front corner of Lots 68 and 69 and running thence along the common line of said Lots N. 39-15 W. 179.4 feet to an iron pin; thence S. 50-14 W. 82 feet to an iron pin in the rear line of Lot 70; thence through Lot 70 S. 39-15 W. 178.65 feet to an iron pin on the northwestern side of Ridgecrest Drive; thence along said Drive N. 50-45 E. 82 feet to an iron pin, the point of beginning.

The within mortgage and the note which the same secures is not assumable without the Mortgagee's written permission;

The Mortgagors expressly 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, as set out in State Statute No. 45-88 through 45-96.

MORTGAGEE: BANKERS TRUST OF SOUTH CAROLINA, N.A. P.O.BOX 608

Greenville, S. C. 29602

This is the same property conveyed to the mortgagors herein by Deeds of W. J. Driver, Administrator of Veterans Administration, dated 8/18/67, recorded in Deed Book 828, Page 1, Sept. 7, 1967; Deed of Milorad Krstovic, recorded Deed Book 881/316, De. 19, 1969; and deed of Elfriede Krstovic, recorded in Deed Book 1041, Page 641, August 23, 1976.

Together with all and singular rights, members, berditaments, 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

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its helrs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises bereinabove 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 berein. 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.

The Mortgagor further covenants and agrees as follows:

- (1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgager by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.
- (2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.

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