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BOOK 1434 PAGE 281

State of South Carolina

Mortgage of Real Estate

LEATHERWOOD, WALKER, TODD & MANN

County of GREENVILLE GREENVILLE CO. S.C.

BOOK 71 PAGE 436

THIS MORTGAGE made this 2ND 3 11 PM '78 day of JUNE 19 78

by T. B. HENRY AND SUE W. HENRY

(hereinafter referred to as "Mortgagor") and given to BANKERS TRUST OF SOUTH CAROLINA

(hereinafter referred to as "Mortgagee"), whose address is POST OFFICE BOX 608, GREENVILLE, SOUTH CAROLINA 29602.

WITNESSETH.

THAT WHEREAS, T. B. HENRY AND SUE W. HENRY is indebted to Mortgagee in the maximum principal sum of TEN THOUSAND ONE HUNDRED AND NO/100 THS Dollars (\$10,100.00) which indebtedness is evidenced by the Note of T. B. HENRY AND SUE W. HENRY of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is FIVE YEARS after the date hereof, the terms of said Note and any agreement modifying it are incorporated herein by reference

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the shall be determined by the highest price bid at the judicial sale of the property

13. Notices. Any notice given by either party hereto to the other party shall be in writing and shall be signed by the party giving notice. Any notice or other document to be delivered to either party hereto by the other party shall be deemed delivered if mailed postage prepaid to the party to whom directed at the latest address of such party known to the party sending the same. This paragraph shall not be deemed to prohibit any other manner of delivering a notice or other document

- 14. Miscellaneous. (a) It is understood and agreed that all indebtedness of Mortgagor to Mortgagee at any time hereafter existing resulting from advances and readvances heretofore, now or hereafter made by Mortgagee to Mortgagor, regardless of whether such advances and readvances are made at the option of the Mortgagee, or otherwise, will be secured by this instrument up to the maximum principal amount hereinabove set forth plus interest thereon, court costs and attorneys fees until all of said indebtedness has been satisfied in full. (b) The agreements herein shall inure to the benefit of Mortgagee, its successors and assigns, and any successor or assign of Mortgagee may make advances hereunder, and all advances and all other indebtedness of Mortgagor to such successor or assign shall be secured hereby. (c) Whenever in this Mortgage one of the parties hereto is named or referred to, the heirs, legal representatives, successors and assigns of such parties shall be included and all covenants and agreements contained in this Mortgage by or on behalf of the Mortgagor or by or on behalf of the Mortgagee shall bind and inure to the benefit of their representatives, heirs, successors and assigns, whether so expressed or not. (d) The headings of the sections, paragraphs and subdivisions of this Mortgage are for the convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof. (e) If fulfillment of any provision hereof or any transaction related hereto or to the Note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, and if such clause or provision herein contained operates or would prospectively operate to invalidate this Mortgage, in whole or in part, then such clause or provision only shall be held for naught, as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect. (f) This Mortgage shall be construed and enforced in accordance with the laws of South Carolina.

Satisfied In Full Bankers Trust of South Carolina, Inc. Dorothy E. Powell, Vice Pres. Witness Paul E. Miller



Leatherwood 78

RECORDED JUL 19 1978

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage under seal the day and year first above written.

Signed, sealed and delivered in the presence of Paul C. Banton Copied Banton

T. B. Henry (SEAL) Sue W. Henry (SEAL)

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