MORTGAGE OF REAL ESTATE-Prepared by WILKINS & WILKINS, Attorneys at Law, Greenville, S. C. 800K 1373 PAGE 789

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

GREENVILLE, CO. S. C. MORTGAGE OF REAL ESTATE

JUL 27 10 43 AM '75 TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY

WHEREAS,

BOBBY STANLEY MANSELL H.C.

(hereinafter referred to as Mortgagor) is well and truly indebted unto BANKERS TRUST OF SOUTH CAROLINA, N. A.

(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

EIGHT THOUSAND -----

Doilars (\$ 8,000.00) due and payable

\$95.24 on August 26, 1976 and a like amount on the 26th day of each and every month thereafter until the entire principal sum is paid in full

with interest thereon from date dition to principal

at the rate of 7.75%

per centum per annum, to be paid:monthly in ad-

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, 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 Mortgagoe, the Mortgagoe's heirs, 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, in the city of Greenville, on the northwestern side of Queen Street:

Beginning at corner of Lot sold to Robert McKinney (see Vol. 8 page 25) on Queen Street running thence with Queen Street in a northeasterly direction seventy-five & one-half (75½) feet to an iron pin; thence in a northwesterly direction parallel with the line of said lot of Robert McKinney, one hundred fifty feet (150) to the west line of Lizzie McKinney property; thence following said line in a wouthwesterly direction seventy-five and one-half (75½) feet to the said Robert McKinney line; thence with said Robert McKinney line in a southeasterly direction to the beginning corner on Queen Street, one hundred fifty (150) feet, more or less, together with house and appurtenances thereon, known as 411 Queen Street.

This is the same property conveyed to mortgagor by W. A. Berry by deed dated 3/29/75 recorded 4/18/75 in deed vol. 1017 page 15 of the RMC Office for Greenville County, S. C.

The note which is secured by this mortgage is also secured by a mortgage covering lot 40, Canterbury Trail, Coachwood Acres, Laurens County, which is today being filed in the Office of Clerk of Court for Laurens County.

This mortgage and the note secured hereby are not assumable without written permission from Bankers Trust of South Carolina, N.A.

The mortgagor expressly waives the right to any appraisement laws of the State of South Carolina, including South Carolina Code Sections 45-88 through 45-96, and agrees that personal liability upon foreclosure will exist for the full difference between the amount of the judgment of foreclosure and the amount realized from judicial sale.

Bankers Trust of South Carolina, N.A. PO Box 608 Greenville, S. C. 29602









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

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