

MORTGAGE OF REAL ESTATE

1404 262

STATE OF SOUTH CAROLINA } GREENVILLE COUNTY } MORTGAGE OF REAL ESTATE
COUNTY OF GREENVILLE } TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, I, Clyde H. Rook

(hereinafter referred to as Mortgagor) is well and truly indebted unto Bankers Trust of South Carolina, at Greenville, South Carolina

(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 Four Hundred Thirty and 32/100 Dollars (\$ 6,430.32) due and payable in thirty six (36) equal monthly consecutive payments of One Hundred Seventy-Eight Dollars and 62/100 (\$178.62) each; payments to be applied first to interest then to principal, with the privilege of acceleration, commencing on the 1st day of September, 1977.

with interest thereon from date at the rate of 1/4 (A.R.P.) 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

ALL that certain piece, parcel or lot of land, with the buildings and improvements thereon, lying and being on the westerly side of North Garden Circle, in the City of Greenville, S. C., being known and designated as Lot No. 25 on plat of North Garden, as recorded in the R. M. C. Office for Greenville County, S. C. in Plat Book EE, at Page 63, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the westerly side of North Garden Circle, said pin being the joint front corner of Lots 24 and 25 and running thence with the common line of said Lots S. 78-51 W. 161.6 feet to an iron pin, joint rear corner of Lots 24 and 25; thence N. 10-10 W. 74.96 feet to an iron pin, joint rear corner of Lots 25 and 26; thence with the common line of said Lots N. 78-51 E. 160.4 feet to an iron pin on the westerly side of North Garden Circle; thence with the westerly side of North Garden Circle S. 11-09 E. 75 feet to an iron pin, the point of beginning.

THIS conveyance is subject to all restrictions, setback lines, roadways, easements and rights-of-way, if any, affecting the above described property.

BEING the same property conveyed to the Mortgagor by Henry C. White on June 5, 1967, and recorded June 5, 1967 as noted in Deed Volume 821, at Page 151, in the Office of the R. M. C. for Greenville County.

THIS is a Second Mortgage instrument.

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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 such 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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