

MORTGAGE OF REAL ESTATE - Office of ~~LESLIE A. MOSELEY, JR.~~ Attorney at Law, Greenville, S. C.

BOOK 1399 PAGE 975

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, John G. Hinds and Carolynne C. Hinds,

hereinafter referred to as Mortgagor) is well and truly indebted unto Bankers Trust

(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

Nine Thousand Five Hundred and no/100----- Dollars (\$) 9,500.00 due and payable

in quarterly payments of Nine Hundred Five and 23/100 (\$905.23) Dollars for three (3) years, payments to commence on June 29, 1977, and continue quarterly thereafter until paid in full

with interest thereon from this date at the rate of 8.5 per centum per annum, to be paid to Bankers Trust

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:

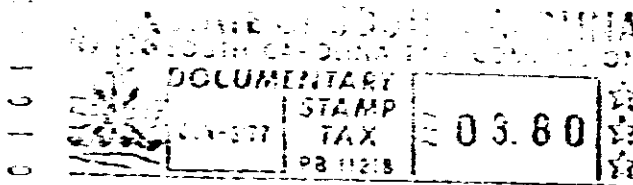
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, the Mortgagee'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, being on the northeastern corner of the intersection of Honey Horn Drive and Fishbrook Way, and being known and designated as Lot No. 68 on a plat of HOLLY TREE PLANTATION, made by Enwright and Associates, Inc., dated May 28, 1973, recorded in the RMC Office for Greenville County, S. C., in Plat Book 4-X at Page 34, reference to which plat is hereby made for a more complete description thereof.

This is the same property conveyed to John G. Hinds and Carolynne C. Hinds by deed of Holly Tree Plantation, a limited partnership, dated March 31, 1977, and recorded in the RMC Office for Greenville County in Book 1054 at Page 79 on April 5, 1977.

This mortgage replaces the savings account No. 10-3600-1204 as collateral and security for a note executed by the mortgagors on the 30th day of March, 1977, in favor of the mortgagee above cited.

W J S C



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 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 hereinafove 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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