Painorth Highway

MORTGAGE OF REAL ESTATE-Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. G. 1411) 100 53

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

FILED MORTGAGE OF REAL ESTATE GREENVILLE CO. S. C. ,TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY

WHEREAS, Lawrence Gerald Coleman and Priscilla E. Coleman

(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 Seven Thousand, Seven Hundred, Twenty-seven and ----- Dollars (\$ 7,727.40 ) due and payable in 36 installments of \$214.65 each, beginning on the 21st day of October, 1977, and on the same day of each month thereafter until paid in full.

with interest thereon from

date

9% at the rate of

per centum per annum, to be paid:

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, Highland Township, and according to the plat prepared by W. R. Williams, Jr., RLS, on March 11, 1976, for James C. Kelley and Lois McCrary Kelley, as having the following metes and bounds, te-wit:

BEGINNING at a spike in the center of Eppley Road 525 feet from S.C. Highway 101 and running thence N. 22-49 E. 320 feet with creek as the line; thence S. 65-36 E. 594.2 feet to an iron pin along the boundary of Odom Property: thence along the boundary of Eppley Property, S. 55-52 W. 360.6 feet to a nail and cap in the center of Eppley Road, N. 86-35 W. 134 feet, N. 64-52 W. 100 feet, N. 52-29 W. 100 feet and N. 56-42 W. 75.5 feet to the point of beginning, and according to plat, containing 3.79 acres.

THIS being the same property conveyed to the mortgagors herein by deed of James C. Kelley and Lois McCrary Kelley, of even date, to be recorded herewith.

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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 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.