

FEB 8 4 05 PM '71

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLEDONNIE G. TANKERSLEY  
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, TANKERSLEY PIPE LAYING, INC.

(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

SEVENTY-FIVE THOUSAND AND NO/100 ----- Dollars (\$ 75,000.00) due and payable

Per terms of note of even date.

with interest thereon from \_\_\_\_\_ 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 held 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, on the easterly side of the Reedy River, and being a portion of Lot No. 17 as shown on plat of Map of Highview Acres by Dalton &amp; Nevee and being a portion of property shown on plat entitled "Property of United Cloth Company", made by Madison H. Woodward and having the following metes and bounds, to-wit:

BEGINNING at a point on the westerly side of the right-of-way of Greenville and Northern Railway at the intersection of the property of the Mortgagor and property of Charles J. Theodore and Burns G. Dale and running thence along said right-of-way N. 15-54 W. 620.0 feet more or less to a point, thence S. 36-58 W. 124 feet more or less to a point in the center of the Reedy River; thence following the center of the Reedy River as the line S. 5-0 E. 121.6 feet more or less to a point, thence still along the center of the Reedy River S. 12-45 E. 350 feet more or less to a point at the intersection of property of the Mortgagor and property of Charles J. Theodore and Burns G. Dale; thence in an easterly direction more or less along the joint line of the property of the mortgagor and Charles J. Theodore and Burns G. Dale, 150-feet, more or less to the point of beginning, and being a portion of the property conveyed to the grantor herein by deed from Greenville &amp; Northern Railway Company dated January 10, 1974.



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.