55%

MORIGAGE OF REAL ESTATE—Prepared Miley, Allomess at Law, Greenville, S. C. 30011317 PAGE 289

STATE OF SOUTH CAROLINA 2 2 2. MORIGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA DOWN TESTANKERSLEY

MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

DEAN MULLINAX

(hereinafter referred to as Mortgagor) is well and truly indebted unto BANKERS TRUST, Simpsonville, S.C.

(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

-----TWENTY THOUSAND AND NO/100 ------- Dollars (\$20,000.00) due and payable in monthly installments of \$253.36, for a period of ten years, payments to be applied first to interest and then to principal,

with interest thereon from

date

at the rate of nine (9%) 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 (\$3.60) 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, near the Town of Simpsonville, containing 6 acres, according to a plat prepared by Jones Engineering Service dated April 10, 1972 and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the westerly edge of a 50 foot road at the joint front corner of property of Waldrop, said iron pin being located 243 feet, more or less, from Stenhouse Road and running thence along the line of Waldrop N. 51 W., 662 feet to an iron pin; thence N. 14 E., 365.6 feet to an iron pin; thence S. 74-23 E., 522.6 feet to an iron pin on the western edge of the aforesaid 50 foot road; thence with said road, S. 15-37 W., 360 feet; thence still with said Road, S. 0-01 W., 113 feet to an iron pin; thence continuing along said 50 foot road, S. 0-49 E., 187 feet to the point of beginning.



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 liers 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.

1328 RV.X