

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED
GREENVILLE OFFICE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:
APR 25 1975

GONNIE S. TANKERSLEY
R.M.C.

WHEREAS, Southland Properties, Inc.

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

Bankers Trust of 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

Sixty Four Thousand, Two Hundred, Fifteen and no/100 Dollars (\$ 64, 215. 00) due and payable on DEMAND.

according to the terms of its note

WHEREAS THE MORTGAGOR

AND THE MORTGAGEE

BY THESE PRESENTS HAVE AGREED:

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 those certain pieces, parcels or lots of land, situate, lying and

being in the State of South Carolina, County of Greenville, being known and designated as the major portion of Lot No. 9 and all of Lot No. 67 of a subdivision known as Mountainbrooke, according to a plat thereof revised September 11, 1974, by Piedmont Engineers and Architects and recorded in the R.M.C. Office for Greenville County in Plat Book 4 Y at page 84. Lot No. 67 has such metes and bounds as are shown thereon. The major portion of Lot No. 9 is more fully shown on a more recent survey prepared by Piedmont Engineers-Architects-Planners dated July 30, 1975, and having, according to said later plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Eagle Ridge Lane located S. 82-11 F. 2.2 feet from the joint front corner of Lots Nos. 8 and 9 and running thence with the southern side of Eagle Ridge Lane, S. 82-11 E. 32.8 feet to an iron pin; thence continuing with the southern side of Eagle Ridge Lane, S. 87-34 E. 65 feet to an iron pin in the line of property of J. A. Tinsley; thence with the line of said property, S. 2-26 W. 151.91 feet to an iron pin at the corner of Lot No. 7; thence with the joint lines of Lots Nos. 7 and 9, N. 88-57-20 W. 105.43 feet to an iron pin at the joint rear corner of Lots Nos. 8 and 9; thence with the joint line of said lots, N. 4-28-20 E. 133.77 feet to an iron pin; thence along a new line through Lot No. 9, N. 9-44 E. 24 feet to the point of beginning.

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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.

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