GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE-Offices of Leaguery 2d, Walter, Todd & Mann, Attorneys at Law, Greenville, S. C. 802

STATE OF SOUTH CAROLINA COUNTY OF **GREENVILLE** DONNIE S. TANKERSLEY R.H.C.

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

WHEREAS,

WALTER S. GRIFFIN, JR.

(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

Twenty Thousand and No/100

Dollars (\$ 20,000.00) due and payable

in full in 183 days on June 23, 1976

date

with interest thereon from

at the rate of

nine per centum per annum, to be paid: at maturity

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, Greenville Township, and lying on the north side of East North Street, the east side of Glover Street, now known as Academy Way, and running thence with the east side of North Street N. 76-45 E. 54.5 feet to an iron pin; thence N. 21-28 W. 38.8 feet; thence N. 20-33 W. 97 feet; thence N. 20-24 W. 44.2 feet; thence S. 76-45 W. 6.3 feet; thence N. 21-25 W. 4.9 feet; thence S. 76-45 W. 51 feet to an iron fence post on Academy Way; thence S. 21-45 E. 185 Teet to the point of beginning.

Less, however, a triangular piece conveyed to the South Carolina Highway Department by Evelyn Owen Mims Ford described as follows:

Beginning at a point on the east side of North Street, which point is 29.9 feet N. 76-45 E. from the intersection of East North Street and Glover Street and running thence along the curved line, the radius being 53.5 feet and the chord of which is N. 72-43 W. 23.7 feet; thence N. 43-10 W. 30.5 feet to a point on the northwest side of Glover Street; thence with Glover Street S. 21-45 E. 38.9 feet; thence along the east side of North Street N. 76-45 E. 29.9 feet to the point of beginning. The area of said triangle is 352 square feet and is the southwest corner of tract described in Deed Book 298 at Page 102.



5 8.00

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 is 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 sail 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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