

MORTGAGE OF REAL ESTATE—Office of **FILED** **GREENVILLE CO. S.C.** **Todd & Mann, Attorneys at Law, Greenville, S. C.**

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

AUG 9 2 10 PM '76
DONNIE S. TANKERSLEY
R.M.C.

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

WHEREAS, Josephine W. Patton

(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

Seventy Thousand

Dollars (\$ 70,000.00) due and payable

one year after date

with interest thereon from _____ date _____ at the rate of **7 1/2** per centum per annum, to be paid: _____ quarter annually

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 on the Southeastern side of Woodland Way, being shown as a portion of the W. C. Cleveland, Jr. lot according to a plat prepared by Dalton & Neves Engineers, dated April, 1938 and recorded in the R.M.C. Office for Greenville County in Plat Book B at Page 99, and having, according to said plat, the following courses and distances, to-wit:

BEGINNING at an iron pin on the Southeastern side of Woodland Way, said pin being the Northeastern corner of a lot conveyed heretofore by W. W. Goldsmith to Mary S. Guess, said pin being 420 feet in a Northeasterly direction from the point where the Southeastern side of Woodland Way intersects with the Northeastern side of a 20-foot alley, and running thence with the Southeastern side of Woodland Way, N. 57-30 E., 100 feet to an iron pin; thence S. 26-00E., 260.6 feet to an iron pin on the Northwestern side of Hemlock Drive; thence with the Northwestern side of Hemlock Drive, S. 59-29 W., 75 feet to an iron pin at the Southeastern corner of Guess property; thence with the line of Guess property, N. 31-30 W., 256.4 feet to the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of John R. Staub and Helene G. Staub dated September 24, 1975; recorded September 30, 1975 in Deed Book 1025, Page 53, Greenville County R.M.C. Office.

The mailing address of the Mortgagee is Bankers Trust of South Carolina, P. O. Box 608, Greenville, South Carolina 29602.



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 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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