800x 1380 PAGE 33

東京を食品をおかり 1000

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

Bankers Trust of South Carolina, as Executor and Trustee WHEREAS, under the Estate of John T. Douglas-----, a corporation organized and existing under the laws of the State of South Carolina, (hereinafter referred to as Mortgagor) is well and truly indebted unto

## ---SOUTHERN BANK AND TRUST COMPANY----

(hereinaster referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, in the sum os: -- Seventy-Five Thousand and No/100----- Dollars (\$ 75,000.00) due and payable as provided for under the terms and conditions of said note, which are incorporated herein by reference and made a part hereof as though they set forth herein, with interest thereon from date at the rate of 9% per centum per annum, to be paid as provided for in said note; and,

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 Martgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgager 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 situate, lying and being on the easterly side of South Pleasantburg Drive (S. C. Highway 291 By-Pass) in the City of Greenville, County of Greenville, State of South Carolina, and having, according to a plat entitled "Property of David Douglas", dated April 9, 1976, prepared by Freeland and Associates, Registered Surveyors, recorded in the RMC Office for Greenville County, South Carolina in Plat Book 5 w at Page 22, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly side of South Pleasantburg Drive (S. C. Highway 291 By-Pass) said pin being S. 26-47 E. 200 feet from the intersection of South Pleasantburg Drive (S. C. Highway 291 By-Pass) and Robin Hood Road and running thence with the line of property now or formerly leased to the American Oil Company S. 63-02 E. 204.85 feet to an iron pin in the line of property now or formerly of Sherwood Forest; thence with the line of property now or formerly of Sherwood Forest S. 26-31 W. 90.0 feet to an iron pin; thence N. 63-03 W. 205.4 feet to an iron pin on the easterly side of South Pleasantburg Drive (S. C. Highway 291 By-Pass); thence with the easterly side of South Pleasantburg Drive (S. C. Highway 291 By-Pass) N. 26-47 E. 90.0 feet to the point of beginning.

This is the same property conveyed to the mortgagor herein by deed of Lehman A. Moseley, dated January 1, 1976, recorded in the RMC Office for Greenville County in Deed Book 1031, Page 243.

Together with all and singular rights, members, herditments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such fixtures and equipment, other than the usual household furniture, be considered a part of the real state.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its helrs, 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 Mortgages forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

O.

0-