

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

DEC 2 12 12 PM '76

MORTGAGE OF REAL ESTATE

DONNIE S. TANKERSLEY ALL WHOM THESE PRESENTS MAY CONCERN:
R.M.C.

WHEREAS, BILLY L. GARRETT AND MARTHA T. GARRETT

(hereinafter referred to as Mortgagor) is well and truly indebted unto BANKERS TRUST OF SOUTH CAROLINA, N.A.

(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 Nine Thousand Three Hundred Seventy Nine and 80/100

Dollars (\$ 9,370.80) due and payable

in accordance with terms of note of even date herewith

including

/ with interest thereon from date at the rate of 6-1/2% 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 (\$3.00) 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:

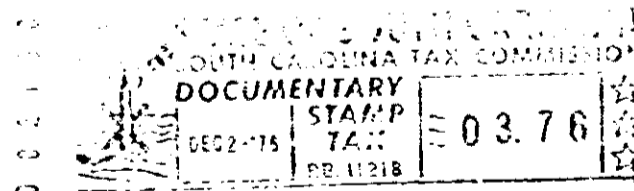
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of

Greenville, being known and designated as Lot No. 26, Section 1, of a subdivision known as Holly Springs as shown on a plat thereof being recorded in the R.M.C. Office for Greenville County in Plat Book 4 N, Page 5 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Blackgum Court, joint front corner of Lots Nos. 25 and 26 and running thence with the joint line of said lots S. 69-21 E., 150 feet to an iron pin in the line of Lot 31; thence along the line of Lot 31 and continuing along the line of Lot 30 N. 11-07 E., 119.95 feet to an iron pin in the line of Lot No. 28; thence along the line of Lot No. 28, N. 76-45 W., 45 feet to an iron pin at the corner of Lot No. 27; thence along the line of Lot No. 27 N. 77-00 W., 98.6 feet to an iron pin on the southeastern side of Blackgum Court; thence with Blackgum Court, S. 12-35 W., 86.1 feet to an iron pin; thence continuing with Blackgum Court S. 21-03 W., 13.9 feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed of Frederick H. Duncan and Raye H. Duncan recorded in the R.M.C. Office for Greenville County in Deed Book 953, Page 540, on August 31, 1972.

This mortgage is junior in lien to that certain mortgage executed in favor of First Federal Savings & Loan Association in the original amount of \$28,500.00 recorded August 31, 1972, in the R.M.C. Office for Greenville County.



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.