MORTGAGE OF REAL ESTATE-PrefOREENVILLE CONTROL STATE AND RICEY, Attorneys at Law, Greenville, S. C. 11338 FAR 23

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

BONNIE S. TANKERSLE YO ALL WHOM THESE PRESENTS MAY CONCERN:
R.H.C.

WHEREAS,

ROBERT A. COX

(hereinafter referred to as Mortgagor) is well and truly indebted unto BANKERS TRUST OF S. C.

(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

with interest thereon from

date

at the rate of nine (9%) 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, require, 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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, 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, Austin Township, being known and designated as Lot No. 3 on plat made by W. H. Riddle, Surveyor, July 29, 1944, of the property of Ella S. A. Cox Estate and having according to said plat, the following metes and bounds, to wit:

Beginning at an iron pin, joint corner of lot or Tract Nos. 2 and 3 on the Ashmore Bridge Road; thence S. 54-30 E., 104.2 feet to an iron pin in line of Lot No. 4; thence N. 20-45E. 588 feet to a 20 foot reserve road leading to Lots Nos. 4 and 5; thence along said reserve road N. 57-15 W., 104.7 feet to Ashmore Bridge Road; thence along said road S. 14-0 W., 395.4 feet to bend in said road; thence S. 33-15 W., along said road 130 feet to the beginning corner, containing by said survey 12.10 acres, more or less.

Said plat being recorded in the RMC Office for Greenville County in Plat Book O at page 129.

This being the same property conveyed to the mortgagor as shown in Volume 273 at page 308 by deed of Mary Ella Cox Robinson, David Hugh Cox, John Jasper Cox and William Gordon Cox, dated March 20, 1945, and recorded March 22, 1945.

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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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