MORTGAGE OF REAL ESTATE-Offices of PYLE & PYLE, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINAGREENVILLE CO. S. C. COUNTY OF GREEN VILLE

MORTGAGE OF REAL ESTATE

AFA 11 3 50 PH '77 TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S.TANKERSLEY R.H.C.

WHEREAS, Charles F. Hollingsworth and Ann P. Hollingsworth

(hereinafter referred to as Mortgagor) is well and truly indebted unto Bankers Trust of South Carolina, N.A., Post Office Box 608, Greenville, South Carolina, 29602

(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 Three Thousand Five Hundred Twenty-six and 50/100------

in six (6) monthly installments of Five Hundred Eighty-seven and 75/100 (\$587.75) Dollars each beginning May 21, 1977 and a like amount each and every month thereafter until paid in full.

add on

with interest thereon from date at the/rate of 12.00 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 chelivery 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, bing and being in the State of South Carolina, County of Greenville, , Chick Springs Township, about one mile north from the Town of Taylors, South Carolina, on the easterly side of Reid School N Road, having the following metes and bounds, to wit:

BEGINNING at a nail and stopper in the center of said Reid School Road, joint corner of the Dave Parker lot and running thence with the Parker line, N 71-30 E 21 feet to an iron pin; thence continuing with the same course for a total distance of 142 feet to an iron pin in the west edge of an old abandoned road; thence with said old road S 36-00 W 114.5 feet to a stake or iron pin on the west edge of said old road; thence S 73-15 W 214 feet to a nail and stopper in the center of the Reid School Road (stake or iron pin back on line on the east bank of the said road); thence with the center of the said road N 4-23 W 116.5 feet to the beginning corner, containing .50 (one-half) acre, more or less, and being the same property conveyed to the mortgagors herein by deed of Richard Charles Kerns recorded December 10, 1976 in Deed Book 1047 Page 783.

The within note and mortgage is not assumable without the bank's written permission; that the borrowers expressly waive the right to State Statute No. 45-88 through 45-96 - more specifically, waive the right to an appraisal and agree that personal liability will exist for the full difference between the amount realized from judicial sale and the amount of the debt.

Together with all and singular rights, members, herditaments, 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 fumiture, 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 covernants 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 covernants 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.

The Mortgagor further covenants and agrees as follows:

- (1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgager by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the smortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.
- (2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whiether due or not.

iniaac.

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