

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

Oct 30 2 35 PM '73

DONNIE S. TANKERSLEY
R.M.C.

BOOK 1294 PAGE 205

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

WHEREAS, Mod-Structs, Inc.

(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 Fifteen Thousand and No/100-----

----- Dollars (\$15,000.00) due and payable
on demand with interest payable quarterly beginning December 30, 1973

with interest thereon from date hereof at the rate of eight(8) per centum per annum, to be paid: quarterly

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, City of Greer, being known and designated as a major portion of Lot No.9 on plat of Briarwood, made by Kermit T. Gould, Engineer, June 20, 1972 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of Mocking Bird Court joint corner with Lot No.8 and running thence N. 5-53 W. 215.70 feet to an iron pin; thence S. 65-37 E. 250 ft. ^{more or less} to a point; thence across an asphalt drive S. 12-29 W. 65 ft. (±) to an iron pin; thence S. 86-54 W. 118.50 feet to an iron pin on Mocking Bird Court; thence around the curve of Mocking Bird Court as follows; N. 3-06 W. 50 feet and N. 63-06 W. 50 feet to an iron pin, the point of beginning.

Excepting a 50 foot right-of-way along the southern and eastern boundary and running to the northern boundary, Also, excepting from an old iron pin on the southern boundary and running thence S. 79-30 E. 445.5 feet; thence N. 16-50 E. 111.5 feet; thence N. 85-37 W. approximately 455 feet to a point that is on a line with the eastern boundary; thence S. 12-29 W. approximately 65 feet to the beginning point.



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.

RECORDED

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