## MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN

MORTGAGEE'S ADDRESS: P. O. Box 8, Simpsonville, S. C. 29681

WHEREAS,

BOBBY EARL DILLARD

thereinafter referred to as Mortgagor; is well and truty indebted unto BANKERS TRUST OF SOUTH CAROLINA, N. A.

Thereinafter 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

--- FIVE THOUSAND & 00/100------- Option \$ 5,000.00 of due and payable

in fifty-four equal, consecutive monthly installments of One Hundred Twelve & 95/100 (\$112.95) Dollars each, commencing <u>December 20</u>, 1977

with interest thereon from date at the rate of 9% par centum per annum, to be paid: monthly.

WHEREAS, the Vertgagor may hereefter become indebted to the usus Mettgagee for such further sums as may be advanced to or for the Mettgagor's account for their insurance premiums, public assertments, repairs, or for any other purposes:

NOW, NNOW All MEN, That the Mortgager, in consideration of the effective color, and in order to secure the payment thereof, and of any other and further sums for which the Mortgager may be indebted to the Mortgager at any time for advances made to or for his account by the Mortgager, and also in consideration of the further sum of Three Dollars (\$3.50) to the Mortgager in hand well and troffy paid by the Mortgager at and before the sealing and delivery of these presents, the receipt whereast is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, self and release unto the Mortgager, its successors and assumes:

TALL that certain piece, parcel or lot of lard, with all improvements thereon, or herestee constructed thereon, situate, tring and being in the Stree of South Carolina, County of Greenville, shown as Lot 3 on a plat entitled "Southwood Acres", recorded in the R.M.C. Office for Greenville County in Plat Book 000, Pages 74 and 75, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at a point on the eastern side of Standing Springs Road and running thence with the line of lot 2, S. 89-22 E., 369.4 feet; thence N. 1-17 W., 177.5 feet to the rear line of Lot 4; thence N. 76-44 W., 249.2 feet to Standing Springs Road; thence along Standing Springs Road, S. 28-14 W., 261.2 feet to the beginning point.

Being the same property conveyed to Bobby Earl Dillard by deed of Dean E. Andrews, et al, recorded March 1, 1977, in Deed Book 1052, Page 111, R.M.C. Office for Greenville County.

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Together with all and singular rights, members, herditaments, and appurtocences to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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 reat estate.

TO HAVE AND TO HOLD, atl and singular the said premises units the Mortgages, its heirs, successors and assigns, forever.

The Mortgagar covenants that it is tanfully seizes of the premises hereinabove described in fee simple absolute, that it has good right and is tanfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all lists and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagor forever, from and against the Mortgagor and all persons whomspever familiar claiming the same or any part thereof.

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Section 1