

Mortgagee's mailing address: c/o Aiken Speir, Inc., P.O. Box 391, Florence, SC 29503

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

S. C.  
1 03 PM '79  
H. C. BERSLEY

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

1476 330

WHEREAS, William F. Finnell d/b/a Finnell Construction Co. Ltd.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Bankers Trust of South Carolina

(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

Eighty One Thousand Three Hundred Fifty and No/100 Dollars (\$ 81,350.00 ) due and payable

In accordance with the terms of the promissory note of even date herewith.

advance  
with interest thereon from date of first/ at the rate of as shown in said note per centum per annum, to be paid:

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 the major portion of Lot No. 10 on plat of property of L. Maude Rogers prepared by J. C. Hill, R.L.S., dated August 12, 1956 and recorded in the R.M.C. Office for Greenville County in Plat Book 00 at Page 154; said lot is also identified as Lot 10A containing .35 acres as shown on plat prepared for W. F. Finnell by Wolfe and Huskey, Inc., Engineers, dated July 10, 1979 and recorded in the R.M.C. Office for Greenville County in Plat Book 7-L at Page 22 and having according to the latter plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Rainbow Circle joint front corner of Lots Nos. 11 and 10A and running thence with the southeastern side of Rainbow Circle N. 46-00 E. 62.5 feet to an iron pin; thence continuing with Rainbow Circle N. 34-10 E. 36.8 feet to an iron pin at the corner of Lot 10B; thence with the joint line of Lots 10A and 10B S. 42-29 E. 124.2 feet to an iron pin in the line of Lot 9; thence with the line of Lot 9 S. 32-15 W. 233.8 feet to an iron pin on the corner of Lot 11; thence with the line of Lot 11 N. 28-00 W. 156 feet to the point of beginning; this property is a portion of the same conveyed to William F. Finnell by Bobbie J. Carr and Sarah R. Carr by deed dated July 28, 1978 and recorded in the R.M.C. Office for Greenville County on July 31, 1978 in Deed Book 1084 at Page 354.

The Mortgagee and Mortgagor have entered into a certain Loan Agreement dated the 9th day of August, 1978, the provisions of which are incorporated herein by reference as fully and to the same extent as though set out herein verbatim. A default in said Loan Agreement shall be treated as a default in this Instrument.

CC: AU 9 29 1979

STATE OF SOUTH CAROLINA  
DOCUMENTARY  
1979 SEP 28 10 30 AM

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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