CREENVILLE CO. S. C.

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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DONNIE S. TANKERSLEY 57 FASE 709 MORTGAGE OF REAL ESTATE 2004

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Boys Home of the South, Inc. WHEREAS.

thereinafter referred to as Mortgagos) 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 _____ ------One Hundred Thousand and No/100------ Dollars (\$ 100,000.00) doe and payable

East Faris Road, in the City of Greenville, County of Greenville, State of South Carolina, being shown and designated as a part of Lot 89 as shown on plat of Forest Heights, rade by Dalton & Neves, July 1946, recorded in the RMC Office for Greenville County in Plat Brok P. at Page 71, and having the following metes and bounds, to-wit:

Beginning at a point on the south side of East Faris Road at the joint front corner of Lots 88 and 99 and running thence with the south side of said East Faris Road S. 46-2 E. 59.8 feet to an iron pin; thence S. 55-05 E. 149 feet to an iron pin; thence S. 71-03 E. 111 feet to a point; thence S. 17-04 W. 496.5 feet to a point; thence S. 63-54 W. 18.5 feet to ampoint; thence N. 26-00 W. 721 feet to a point; thence along the line of Lot 88 S. 86-23 E. 224.2 feet to an iron pin on the south side of East Faris Road, the point of beginning.

34584 Satisfied in Fully Bankers Trust of South Carolina, N.A.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the cents, ferues, and greents which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or kereafter 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, he 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 bereinshove 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 berein. 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.

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 Mortgagor by the Mortgagee so long as the total indultedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the mortgage 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 held by the Mortgagee, and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does 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 all premiums therefor when due; and that it does hereby assign to the Mortgagee to the extent of the balance owing on the Mortgage debt, whether due or not. the Mortgage debt, whether due or not