

GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

NOV 18 1 35 PM '76
JOHN S. TANKERSLEY
REC'D

WHEREAS, David M. Prestwood

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

(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

Thirty Thousand and no/100

Dollars (\$ 30,000.00) due and payable

1692
1702
18M

with interest thereon from NOV. 18, 1976 at the rate of nine (9) per centum per annum, to be paid: on Demand

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:

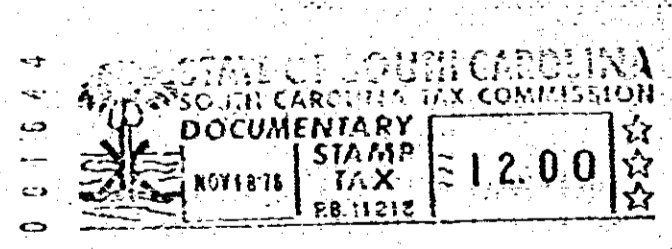
250 AS
13 AS

"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

All those certain pieces, parcels or lots of land situate, lying and being in the County of Greenville, State of South Carolina, and being one of the grantor's remaining interest in and to those tracts of land as shown on a plat of property of T. H. Hiette, dated December 4, 1945 by W. J. Riddle, Surveyor and plat by J. Earl Freeman, dated July 29, 1940, and being 22 acres, more or less, and having the following metes and bounds according to said plat:

Beginning at a point at a stone on Buckhorn Creek at the intersection of property heretofore conveyed by the grantor's husband and running thence S 39 E, more or less, to a point at the intersection of property noted on plat by J. Earl Freeman, July 29, 1940, and plat of property of T. H. Hiette, dated December 4, 1945, and running thence S 16-15 W 252.5 feet to a point in the county road, thence following the center of county road 500 feet, more or less, to a point; thence, N 47 E approximately 50 feet to a stone at the intersection of property as noted on aforementioned plats; thence, N 47 E 7.90 chains to a rock; thence, S 50 W approximately 5 chains to a stone; thence, N 39 W approximately 3 chains to a point in the center of Buckhorn Creek; thence, following the meanders of Buckhorn Creek in a westerly direction, more or less, to the beginning.

This being the identical property conveyed to David M. Prestwood by Grace Lee Barnett on October 1, 1973 and recorded in the R. M. C. Office for Greenville County, Book 935, Page 646.



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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